MINUTES

EXECUTIVE COMMITTEE MEETING

Thursday, November 5, 2020

Approved by the Executive Committee on January 28, 2021.
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**PRINCIPAL APPROVED MOTIONS**

Executive Committee Meeting
Thursday, November 5, 2020

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<td>1 - 2</td>
<td>That minutes from the October 1, 2020 and October 12, 2020 Executive Committee meetings be approved.</td>
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<td>2 - 3</td>
<td>That the renewed MOU with the Kuwait Foundation for the Advancement of Sciences (KFAS) (ATTACHMENT A) be approved.</td>
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<td>3 - 3</td>
<td>That the renewed MOU with National Filtration Association (NAFA) (ATTACHMENT B) be approved.</td>
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<tr>
<td>4 - 4</td>
<td>That the renewed MOU with the National Association of State Energy Officials (NASEO) (ATTACHMENT C) be approved.</td>
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**ACTION ITEMS**

Executive Committee Meeting
Thursday, November 5, 2020

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<td>1 - 3</td>
<td>McQuade</td>
<td>Work with Technology Council to refer the discussion of a possible filter certification program to the appropriate TC.</td>
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MEMBERS PRESENT:
Chuck Gulledge, President
Mick Schwedler, President-Elect
Farooq Mehboob, Treasurer
Don Brandt, Vice President
Bill Dean, Vice President
Tim McGinn, Vice President
Bill McQuade, Vice President
Jeff Littleton, Secretary

STAFF PRESENT:
Candace DeVaughn, Manager - Board Services
Chandrias Jacobs, Coordinator - Board Services
Joyce Abrams, Director - Member Services
Vanita Gupta, Director - Marketing
Mark Owen, Director - Publications & Education
Stephanie Reiniche, Director - Technology
Craig Wright, Director - Finance & Admin. Services
Alice Yates, Director - Government Affairs
Dustin Mason, Development Manager
CALL TO ORDER
Mr. Gulledge called the meeting to order at 9:00 am.

CODE OF ETHICS
Mr. Gulledge read the ASHRAE code of ethics commitment and encouraged all members in attendance to read the full code of ethics available on ashrae.org.

ROLL CALL/INTRODUCTIONS
Roll call was conducted; members and staff in attendance as noted above.

REVIEW OF MEETING AGENDA
Mr. Gulledge reviewed the agenda. No changes were made.

APPROVAL OF MEETING MINUTES
Mr. Brandt moved and Mr. McQuade seconded that

1. The minutes from the October 1, 2020 and October 12, 2020 Executive Committee meetings be approved.

MOTION 1 PASSED (Unanimous Voice Vote, CNV).

DEPARTMENT OF HOMELAND SECURITY (DHS) MOU REVIEW
Mr. Littleton reported that this would be a new MOU. DHS is very serious about this MOU and has been paying a lot of attention to it and pushing it through the approval process.

A draft was sent to ExCom for review and comment on October 19th.

Mr. Brandt stated that this is an important MOU. He expressed his thanks to all those who worked on it.

Ms. Yates reported that Dennis Knight and Bill Bahnfleth, acting as representatives of the ETF, will review the draft and provide comments as well.

Mr. Gulledge reported that the final draft will be sent to ExCom for review and vote via letter ballot so that it can go before the BOD.

KFAS MOU RENEWAL
Mr. Littleton reported that the original KFAS MOU was signed March 1, 2017 and expired March 1, 2020. KFAS initiated an updated MOU. Because this is an MOU renewal, it can be approved by ExCom and reported to the BOD as an information item.

Key performance metrics, goals and indicators were added, as well as four specific deliverables. KFAS would like to have engagement by the local members in Kuwait and support of the organization’s three annual workshops.

Mr. Dean asked if local members have been engaged to ensure they support the three local workshops.
Mr. Littleton responded that only Walid Chakroun has been engaged at the local level. However, it is anticipated that the local chapter will support the workshops. The deliverables listed in the MOU are like having objectives in a work plan.

Mr. Schwedler noted that Society’s address needs to be updated in the template. Additionally, he noted a few minor editorial changes.

Mr. Mehboob asked for additional details on contracts for paid work and payment for that work.

Mr. Littleton reported that there will be individual contractual agreements that result in payment to ASHRAE. These documents are separate, legally binding agreements. Work is being done to increase the amount of paid contractual work that will come to ASHRAE.

Mr. Mehboob moved and Mr. Dean seconded that

2. The renewed MOU with the Kuwait Foundation for the Advancement of Sciences (KFAS) (ATTACHMENT A) be approved.

MOTION 2 PASSED (Unanimous Voice Vote, CNV).

NAFA ASHRAE MOU

Mr. Littleton reported that this is an MOU renewal as well. The original MOU was signed in 2014 and expired in 2017. NAFA is a very small group. However, due to COVID-19, interest in filters and filter technology has skyrocketed.

NAFA has expressed interest in renewing this MOU and no additional changes are expected.

It was noted that the ASHRAE Headquarter address needs to be updated.

Mr. Schwedler moved and Mr. Brandt seconded that

3. The renewed MOU with National Air Filtration Association (NAFA) (ATTACHMENT B) be approved.

MOTION 3 PASSED (Unanimous Voice Vote, CNV).

Mr. Littleton reported that in the context of the NAFA MOU renewal, there has been some discussion on creating a certification program related to filters.

Mr. McQuade stated that a certification program would imply third-party verification. ASHRAE would need to establish a relationship with a lab. AHRI has filter performance standards but he is not aware of any certifications. ASHRAE is usually focused on the method of testing.

Mr. Brandt stated that no filter is 100% effective. Society should exercise caution when endorsing or supporting filters.

Mr. McQuade will work with Technology Council to refer the discussion of a possible filter certification program to the appropriate TC.
**NASEO MOU**

Mr. Littleton reported that this is an MOU renewal. The original MOU was signed in 2013 and expired in 2016. NASEO has submitted minor editorial changes to the original MOU.

Ms. Yates reported that the draft MOU renewal is more up to date and proactive.

Mr. Brandt moved and Mr. Dean seconded that

4. The renewed MOU with the National Association of State Energy Officials (NASEO) (ATTACHMENT C) be approved.

**MOTION 4 PASSED** (Unanimous Voice Vote, CNV).

**DIVERSITY AND INCLUSION TASK GROUP ARTICLE**

Mr. McGinn reported that the task group has been working hard and would like to send a short survey, similar to the one given to the BOD, to the full membership. Before the survey goes out, the group felt it was important that they be introduced to the membership.

A draft article was sent to ExCom for review and comment. The article announces the existence of the task group, lists items that the task group is considering, and sets the stage for the survey to the full membership. The draft has gone through *Journal* editorial staff as well.

Mr. Littleton thanked the task group for their great work. He recommended that ExCom sign off on the five goals developed by the task group.

Mr. Schwedler stated that ExCom and the BOD shouldn’t get in the middle of the task group’s work. Should there be something in the article that states that the task group reports to the BOD and the BOD holds final approval over any recommendations?

Mr. Mehboob stated that it is a given that the BOD has the final say in ASHRAE. ExCom should allow the task group to complete their charge.

It was discussed that parameters need to be set for the task group regarding the types of discussions that take place with staff present.

Mr. Gulledge stated that ExCom has no objection to the task group moving forward as planned.

**EXECUTIVE SESSION**

Executive session was called at 9:58 am.

Open session reconvened at 11:07 am.
ADJOURNMENT

The meeting adjourned at 11:07 am.

Jeff H. Littleton, Secretary

ATTACHMENTS:
A. KFAS MOU Renewal
B. NAFA MOU Renewal
C. NASEO MOU Renewal
Memorandum of Understanding

ASHRAE

and the

Kuwait Foundation for the Advancement of Sciences

This Memorandum of Understanding ("MOU") dated December 17, 2020 is between:

ASHRAE, with its principal office located at 180 Technology Parkway NW, Peachtree Corners, GA 30092, 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, the 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 have signed the original MOU in 2017 and they have been cooperating since then. This will serve as an updated MOU where both organizations 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.
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  
jlittleton@ashrae.org

**For KFAS:**
Ms. Dina Al-Nakib  
PM/Research Directorate  
P.O. Box 25263, Safat, 13113, Kuwait  
dalnakib@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 policymakers 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 complementary 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.

Specific Deliverables Related to the Scope of the MOU

Within the duration of this MOU, KFAS and ASHRAE shall work together to achieve the following specific key performance indicators (KPIs):

- Five local ASHRAE members in Kuwait, who are affiliated to local research and academic institutions, shall participate annually in the activities of selected ASHRAE technical committees (TCs) that are appropriate for their expertise.

- KFAS and ASHRAE to organize three workshops/conferences, during the validity of the MOU, on topics relevant to the research agreed in this MOU (the two projects identified in the next two points) and/or other topics, which are of interest to Kuwait and ASHRAE has the expertise to deliver.
• ASHRAE shall use its technical resources including its members in the local Chapter to prepare a standard specific for Kuwait on safety issues related to refrigerants handling and flammability.

• ASHRAE shall use its technical resources including its members in the local Chapter, if necessary, to prepare standards and guidelines with regards to proper ventilation/infiltration within institutional buildings in Kuwait to ensure adequate IAQ that will alleviate the transfer of viruses and reduce the risk of infections without penalizing energy consumption.

The above KPIs may be considered as minimum targets to be achieved during the validity of this MOU. However, if additional projects, workshops and/or conferences, which are relevant to ASHRAE’s activities and of significant benefit for Kuwait, present themselves in due course, then KFAS and ASHRAE shall work together to ensure adequate resources are made available for their inclusion.

Details pertaining to the accomplishment of each of the above stated KPIs including the budgetary estimate will be dealt with separately. KFAS pledges financial support according to its policies and as deemed necessary to ensure that the above stated KPIs are achieved within the approved budget and timeframe. The process to do so will be similar to that exercised in achieving the outputs under the first MOU signed in 2017.

ADMINISTRATIVE CONTACTS

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

For ASHRAE: Dr. Mohammad Al-Ramadhan
Jeff Littleton Director, Research Directorate
Executive Vice President KFAS
ASHRAE
1791 Tullie Circle NE P.O. Box 25263, Safat, 13113, Kuwait
Atlanta, GA 30320 965-22278111
Tel: 404-636-8400
Email: jlittleton@ashrae.org malramadhan@kfas.org.kw

TERMINATION

Either party may terminate this MOU, with or without a 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 a 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

Mr. Charles E. Gulledge III/President

Signature

December 17, 2020

Date

FOR KFAS

Dr. Adnan Shihab-Eldin/Director General

Signature

December 17, 2020

Date

Mr. Jeff Littleton/Executive Vice President

Signature

Date

Dr. Mohammad Al-Ramadhan/Director

Signature

Date
Memorandum of Understanding

ASHRAE

and the

National Air Filtration Association

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

Founded in 1980, the National Air Filtration Association (NAFA), Virginia Beach, Virginia, conducts education and certification programs for members and end-user personnel; develops "best practice" Guidelines for the air filter industry; provides publication and forums for the exchange of information about technical standards, government regulation and product information.

ASHRAE and NAFA 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 on the following activities and goals:

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/NAFA senior representatives to:

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

NAFA shall take responsibility for initiating the first annual liaison meeting. Action items with assigned responsibilities shall be recorded at each meeting.

CONFERENCES AND MEETINGS

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

GRASSROOTS AND LOCAL COLLABORATION

ASHRAE and NAFA agree to explore opportunities to collaborate at the national, regional and local levels on issues of importance to engineers and facilities professionals.

ADVOCACY

Where mutually beneficial and to the extent allowed by laws and corporate policies, ASHRAE and NAFA agree to work together on common public 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 at the local, state and federal levels.
- Promoting mutually beneficial positions during the development and passage of state and federal legislation.
- Education of legislators on issues important to the members of each organization.

PUBLICATIONS

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

- Provide at least one complimentary subscription the primary membership periodical to be received at the headquarters location of the other organization.
- Explore opportunities to jointly produce publications of mutual benefit.
- Cross-market each organization's publications where appropriate and with industry standard distributor discounts.
- Use periodicals to promote the other organization's events, publications and other activities.

EDUCATION

As leading providers of conventional and online educational services and in recognition of the vital role professional development has for our respective members, ASHRAE and NAFA agree to:

- Cross-market educational offerings and the regional, national and international levels.
• Explore opportunities to co-develop new courses or other training programs that take advantage of overlapping and complimentary expertise between ASHRAE and NAFA.
• Discuss ways that certifications programs can be jointly develop or administered.

TECHNICAL ACTIVITIES COORDINATION

ASHRAE and NAFA agree to foster technical cooperation in areas of common interest by:
• Encourage members in each organization to participate on technical committees and task forces.
• Provide opportunities to participate in and comment on proposed standards, guidelines, policies, and position statements developed on technical subjects as they relate to buildings and community developments.
• Establish liaison representatives to key technical committees where mutually beneficial to do so.

RESEARCH

Recognizing the importance research plays in accelerating the transformation to a more sustainable built environment, ASHRAE and NAFA agree to:
• Promote research in areas where research results will add to the body of knowledge in filtration and indoor environmental quality (IEQ).
• Disseminate research results quickly, focusing on high-impact findings.
• Identify opportunities for research funding from other sources.

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
Tel: 404-636-8400
Email: jlittleton@ashrae.org

For NAFA:
Al Veeck
Executive Director
NAFA
PO Box 68639
Virginia Beach, VA 23471
Tel: 757-313-7400
Email: nafa@nafahq.org

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 commitment by ASHRAE and NAFA 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, 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 NAFA. Furthermore, it is understood that this Memorandum of Understanding 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.

FOR ASHRAE

William Bahnfleth, President
Printed Name/Title

Signature

20 January 2014
Date

FOR NAFA

Harry Allen, President
Printed Name/Title

Signature

1/20/14
Date

Jeff Littleton, Executive Vice President
Printed Name/Title

Signature

1-20-14
Date

Alan Veeck, Executive Director
Printed Name/Title

Signature

1/20/14
Date
Memorandum of Understanding

ASHRAE
and
National Association of State Energy Officials

Founded in 1894, ASHRAE, a non-profit 501(c)(3) corporation, is a professional and technical society that serves humanity by advancing the arts and sciences of heating, ventilation, air-conditioning, refrigeration and their allied fields. ASHRAE’s more than 55,000 individual members focus on building systems, energy efficiency, indoor air quality, refrigeration and sustainability. Through research, standards writing, publishing, certification and continuing education, ASHRAE shapes tomorrow’s built environment today, and collaborates with many organizations throughout the HVAC&R industry.

The National Association of State Energy Officials (NASEO) is the only national non-profit organization whose membership includes the governor-designated energy officials from each state and territory. NASEO was formed by the states and through an agreement with the National Governors Association in 1986. The organization was created to improve the effectiveness and quality of state energy programs and policies, provide policy input and analysis, share successes among the states, and to be a repository of information on issues of particular concern to the states and their citizens, NASEO is an instrumentality of the states.

ASHRAE and NASEO agree to support the Memorandum of Understanding to advance and promote the mutual interests of their respective members. We are committed to working together toward on the following activities and goals:

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/NASEO senior representatives to:

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

ASHRAE 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: For NASEO:
CONFERENCES AND MEETINGS
Each organization agrees to provide the other with a meeting invitation to each organization’s primary annual meeting.

ASHRAE and NASEO 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.

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

- Joint promotion of state codes and standards aligned with both organizations’ missions, including energy efficiency, grid integration, cyber-security, resilience, indoor air quality, and health/safety considerations;
- Promoting mutually beneficial positions during the development and passage of federal legislation and regulations; and
- Education of legislators and policy makers on issues important to the members of each organization.

PUBLICATIONS AND PUBLICITY
Recognizing that electronic (including social media) and print publications are a primary means of disseminating new technologies, trends and practices, ASHRAE and NASEO agree to:

- Explore opportunities to jointly produce publications of mutual benefit;
- Share and publish, where mutually agreed, news and information documenting developments and issues of interest via each organization’s website, social media account, and other communications channels as appropriate;
- Cross-market each organization’s publications where appropriate and with industry standard distributor discounts; and
- Use periodicals to promote the other organization’s events, publications and other activities.

TECHNICAL ACTIVITIES COORDINATION
ASHRAE and NASEO agree to foster technical cooperation in areas of common interest by:

- Encouraging members in each organization to participate on technical committees and task forces, and providing clear information about how to join and participate;
- Providing information about and opportunities to participate in and comment on proposed standards, guidelines, policies, and position statements developed on technical subjects as they relate to buildings and community developments; and
• Establishing liaison representatives to key technical committees where mutually beneficial to do so and as opportunities arise.

RESEARCH
Recognizing the importance research plays in accelerating the transformation to a more sustainable built environment, ASHRAE and NASEO agree to:
• Promote research in areas where research results will add to the body of knowledge in building energy codes, standards, compliance, etc.;
• Disseminate research results quickly, focusing on high-impact findings; and
• Identify opportunities for research funding from other sources.

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

For ASHRAE:
Jeff Littleton
Executive Vice President
ASHRAE
180 Technology Parkway
Peachtree Corners, GA 30092
Tel: 404-636-8400
Email: jlittleton@ashrae.org

For NASEO:
David Terry
Executive Director
National Association of State Energy Officials
2107 Wilson Boulevard, Ste. 850
Arlington, VA 22201
Tel: 703-299-8800
Email: dterry@naseo.org

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 commitment by ASHRAE and NASEO 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, 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 NASEO. Furthermore, it is understood that this Memorandum of Understanding 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.

FOR ASHRAE

_____________________________________
Charles E. Gulledge III, PE

FOR NASEO

_____________________________________
David Terry