



MINUTES
EXECUTIVE COMMITTEE MEETING

Thursday, June 3, 2021

Approved by the Executive Committee June 21, 2021.

TABLE OF CONTENTS
 Executive Committee Meeting
 Thursday, June 3, 2021

CALL TO ORDER	2
CODE OF ETHICS	2
ROLL CALL/INTRODUCTIONS	2
REVIEW OF MEETING AGENDA	2
WINTER CONFERENCE COVID-19 SAFETY POLICIES	2-3
CAESAR’S PALACE IAQ WINTER CONFERENCE INSPECTION	3
MICROSOFT TEAMS FOR ASHRAE GROUPS	3-4
MOU UPDATES	4
AIRAH RENEWAL	4
GBI RENEWAL	4
AABC/ACG/EMA NEW PROPOSED	4
PATHOGEN MITIGATION STANDARDS	4-5
CRC SCHEDULE AND ATTENDANCE	5
EXECUTIVE SESSION	5
PBD PRODUCT FULFILLMENT OPTIONS	5-7
ADJOURNMENT	7

PRINCIPAL APPROVED MOTIONS

Executive Committee Meeting

Thursday, June 3, 2021

No. - Pg.	Motion
1 – 4	The renewed Memorandum of Understanding (MOU) with AIRAH, as shown in ATTACHMENT A, be approved.
2 - 4	The Executive Committee recommend to the Board of Directors that the Memorandum of Understanding (MOU) with AABC/ACG/EMA be approved.

ACTION ITEMS

Executive Committee Meeting

Thursday, June 3, 2021

No. - Pg.	Responsibility	Summary of Action	Status
1 - 4	Macauley, Reiniche, Abrams	Investigate how TEAMS can be used as a central repository for ExCom's interactions with strategic partners. Recommendations will be presented to ExCom at the July 2 nd meeting.	
2 - 5	McQuade, Dean, Maston, Reiniche	Work with the Standards Committee to develop and present a plan for pathogen mitigation to ExCom by the July 2 nd meeting.	
3 - 5	Scoggins	Communicate with the Region XIII DRC regarding the upcoming CRC and whether officers are expected to attend in person or virtually.	



MINUTES
EXECUTIVE COMMITTEE MEETING
Thursday, June 3, 2021

MEMBERS PRESENT:

Chuck Gulledge, President
Mick Schwedler, President-Elect
Don Brandt, Vice President
Bill Dean, Vice President
Tim McGinn, Vice President
Bill McQuade, Vice President
Jeff Littleton, Secretary

GUESTS PRESENT:

Ginger Scoggins
Sarah Maston
Dunstan Macauley

STAFF PRESENT:

Candace DeV Vaughn, Manager - Board Services
Chandrias Jacobs, Coordinator - Board Services
Joyce Abrams, Director - Member Services
Vanita Gupta, Director - Marketing
Kim Mitchell, Chief Development Officer
Mark Owen, Director - Publications & Education
Stephanie Reiniche, Director - Technology
Alice Yates, Director - Government Affairs
Annmarie Wilhoit, Accounting Manager
Lizzy Seymour, Manager - Conference Services
Tony Giometti, Sr. Manager - Conference Programs

CALL TO ORDER

Mr. Schwedler called the meeting to order at 9:00 am.

CODE OF ETHICS

Mr. Schwedler read the code of ethics commitment and encouraged all in attendance to read the full Code of Ethics and Core Values, available online.

ROLL CALL/INTRODUCTIONS

Roll call was conducted. Members, guests, and staff in attendance as noted above.

REVIEW OF MEETING AGENDA

Mr. Schwedler reviewed the agenda. Agenda item 8 - *BEQ Request* was withdrawn. *YEA Request* was added to New Business.

WINTER CONFERENCE COVID-19 SAFETY POLICIES

Mr. Littleton reported that this was being provided as an informational item to the committee.

Ms. Seymour reported that the presented document was put together a few weeks ago. The situation is rapidly changing. She stated that the intent of the document was to create a place to collect ideas, thoughts, and questions as staff begins to plan for in-person events again and anticipating how they may change due to COVID.

She stated that the goal is to have a safe in-person meeting where attendees know what's coming and feel safe. Las Vegas is back at 100% capacity, but Society can choose to limit meeting room capacity.

Ms. Seymour reported that a version of this document will be communicated in advance of the conference to members and committees. Clear communication will be the largest piece of returning to in-person meetings. IEC has a goal of sending safety guidelines at least 90 days in advance.

Mr. Littleton stated that it is important for Society to be in alignment with IEC safety measures. He stated that IEC's guidelines would likely be sent more than 90 days in advance. IEC plans to attend another event in Las Vegas this month to get more information on the status of conferences in that city.

He reported that Society's legal counsel has advised that liability waivers be signed by Winter Conference attendees.

Mr. Brandt stated that he thinks there will be close to 3,000 attendees in Las Vegas.

Ms. Seymour agreed with Mr. Brandt's estimation and stated that attendance will likely be higher as a result of the new CDC guidelines.

Ms. Maston stated that she thinks the Winter Conference will not have good international attendance, as some countries are seeing much worse COVID numbers than the US.

Mr. Giometti stated that a firm plan and document will be needed by September; those details will be needed to schedule the technical program.

Mr. McGinn stated attendees are deciding to come to the conference based on local jurisdiction guidelines. He stated that Society should follow the local jurisdiction guidelines to introduce less uncertainty and keep it as simple as possible.

Ms. Scoggins suggested that the guidance direct attendees to follow their home country's or US State Department guidance as it relates to traveling to Las Vegas.

Mr. Brandt suggested that Society rethink not requiring attendees to be vaccinated. He recommended that language be included in the terms and conditions if attendees are not vaccinated.

Mr. Schwedler stated that the guidelines that were developed for the CRCs advises members to "follow the more stringent" travel guidelines and restrictions; he suggested that similar verbiage could be used for the Winter Conference.

He thanked staff for putting this document together and advised if additional input or feedback is needed from ExCom to please bring this item back before the Committee.

CAESAR'S PALACE IAQ WINTER CONFERENCE INSPECTION

Mr. Brandt reported that no specific date has been set for the Caesar's Palace site visit, but it will likely be sometime in September. He stated that ExCom will be updated as plans become more concrete.

He reported that a letter needs to be drafted to request permission to measure CO₂, particle matter, and VOCs. He stated his opinion that Caesar's Palace will not allow the team to conduct IAQ measurements.

Mr. Littleton stated his agreement that the hotel will not allow the team to conduct measurements. He stated that relationships with hotels are very important when putting on meetings like this; he expressed concern with the tone of this request. He recommended that this request not be submitted.

Ms. Scoggins asked what steps Society is prepared to take if the measurements don't come back within the proper parameters.

Mr. Brandt suggested that Society ask if Caesar's Palace does regular testing and if they do, request to see those results.

Mr. Schwedler shared his comments as a member of the committee. He stated that Caesar's Palace should be asked what IAQ and IEQ measures they have in place and what they will share. These questions express Society's expectation that the hotel should be conducting these tests on a regular basis and helps to raise the stature of IEQ.

MICROSOFT TEAMS FOR ASHRAE GROUPS

Mr. Macauley suggested that a channel or TEAMS group be established for ExCom to track interactions with strategic partners. This group would serve as a central repository of interactions and documents that can be passed down from year to year.

Mr. Littleton stated that in the past, officers have made reports that are sent to ExCom and posted on Basecamp. These reports provided a history of interactions from year to year. He stated that staff currently use TEAMS and are happy to look into how it can be used in this capacity.

Mr. Macauley, Ms. Reiniche, and Ms. Abrams will investigate how TEAMS can be used as a central repository for ExCom's interactions with strategic partners. Recommendations will be presented to ExCom at the July 2nd meeting.

AI - 1

MOU UPDATES

AIRAH RENEWAL

Mr. Littleton reported that this is an update of an existing MOU. The original MOU was signed in 2008 and is very old and dated. He reported that this has been an action item for some time and Ms. Abrams recently took the lead to work with AIRAH and update the existing MOU and reinvigorate that relationship.

Mr. Brandt moved and Mr. Dean seconded that

1. The renewed Memorandum of Understanding (MOU) with AIRAH, as shown in ATTACHMENT A, be approved.

MOTION 1 PASSED (Unanimous Voice Vote, CNV).

GBI RENEWAL

Mr. Littleton reported that the original MOU with GBI was signed in 2009. The MOU does not have an expiration date but it is very dated. He reported that GBI approached Society and expressed interest in using Standard 211 and BEQ in their *Green Globe* series.

He reported that this draft MOU is not ready for approval yet. The draft is being presented to determine if there is any opposition to reinvigorating this MOU.

Members of ExCom expressed their support of reinvigorating this MOU.

Mr. Schwedler stated that there was consensus to move forward with renewing an MOU with GBI. He thanked staff for their work on this effort.

AABC/ACG/EMA NEW PROPOSED

Mr. Littleton reported that this MOU has been priority of President Gulledge. He stated that the MOU would cover all of the affiliated groups, as they work very closely and share staff. Mr. Littleton reported that references to chapters and relationships between chapters has been removed from the MOU as not all of the affiliated groups have chapters.

Mr. Brandt moved and Mr. Dean seconded that

2. The Executive Committee recommend to the Board of Directors that the Memorandum of Understanding (MOU) with AABC/ACG/EMA be approved.

MOTION 2 PASSED (Unanimous Voice Vote, CNV).

PATHOGEN MITIGATION STANDARDS

Mr. McQuade, Mr. Dean, Ms. Maston, and Ms. Reiniche will work with the Standards Committee to develop and present a plan for pathogen mitigation to ExCom by the July 2nd meeting.

AI - 2

Mr. Dean stated that a lot of information has come out of various task groups and Society needs to start mapping what will be done with that information. He stated that a good example of this is Standards. Standards are based on work that has been done in the past. Mapping pathways for dissemination and getting the information into a usable form is important work that Society needs to do moving forward. He expressed the opinion that ExCom can lead the way in this effort.

Mr. Littleton stated that this seems to be an area where Society needs to be aggressive. There is a Standards expediting fund that is available. He recommended that resources be diverted for these efforts because the regular path is not going to get it done in a timely manner.

Mr. McQuade stated that there is a risk of leaving the TCs out of what is happening if this becomes the model. He expressed concern that there will be duplicated efforts, or the experts will be left behind. He stated that as task forces are used to develop guidance, Society needs to make sure that there are good lines of communication.

Ms. Scoggins stated that she is not clear on the plan moving forward, despite this being raised as an important issue multiple times.

CRC SCHEDULE AND ATTENDANCE

Ms. Scoggins will communicate with the Region XIII DRC regarding the upcoming CRC and whether officers are expected to attend in person or virtually.

AI - 3

Mr. Schwedler reported that he just booked his travel to the Region VII CRC and he advised Ms. Maston to do the same. He requested that officers not make transportation plans too far in advance for CRC travel.

Ms. Abrams reported that she has spoken to the Region XIII DRC and RMCR. Staff confirmed with Regional leadership that there is currently a travel ban to Indonesia and asked if the Region has considered virtual options. She reported that the Region has not yet responded.

Mr. Gulledge assumed the role as Chair at 10:10 am.

EXECUTIVE SESSION

Executive session was called at 10:10 am.

Open session reconvened at 11:00 am.

PBD PRODUCT FULFILLMENT OPTIONS

Mr. Littleton reported that Society has been using PBD in Alpharetta for the past eight to ten years; recently received notification that we are being fired as a client. The contract with PBD allowed them to provide 90-day notice to sever the agreement.

Currently, pick tickets go to PBD and they ship the product directly to the member. The number of physical products shipped by Society is declining.

He reported that Society now has the option to bring order fulfillment in-house or to use a different outsource fulfillment option.

Mr. Owen stated that it will be a difficult timeline to implement either option. PSSC is the leading vendor option. There are one time set up costs with PSSC, but a side by side comparison is comparable to what Society has been paying PBD for these services.

He stated that bringing order fulfillment in-house will result in about a \$60,000 savings annually.

Mr. Owen stated that the overriding concern is timeline and interruption of order fulfillment. The in-house option would result in delays of as much as a month.

A new contract with PSSC would have a six-month cancellation term as opposed to 90 days.

July 16th is the cutoff date for PBD's services. He reported that an additional month was requested and there was no response from the vendor.

Currently, about 1,000 pieces are shipped out each month. Shipping costs were a constant for all options presented.

Mr. Owen stated that he is leaning towards PSSC.

Mr. Littleton stated that he has struggled with this decision. PSSC would be a flat cost but moving order fulfillment in-house would save \$150,000 over three years. As physical shipments decline, it doesn't make sense to hire staff and bring this in-house if shipments are going to continue to decline. However, this same philosophy could be applied for why it should come in-house.

Mr. Brandt stated that order fulfillment should come in-house. He suggested that any disruption in service could be minimized by encouraging members to choose the electronic option.

Mr. McGinn stated that he is in favor of bringing order fulfillment in-house. He recommended that members could receive PDF copies free of charge during the one month of service fulfillment.

Mr. McQuade stated that he is in favor of bringing order fulfillment in-house. He stated that there is unutilized space in the new Headquarters building.

Mr. Macauley stated that the \$50-60,000 annual savings is probably closer to \$20-30,000 for bringing services in-house once additional costs are considered. He suggested that this cost savings may not justify bringing order fulfillment in-house.

Mr. Schwedler stated that this is an operational decision which staff should be empowered to make. Once a decision is made, the BOD should be informed. He stated that he is leaning towards outsourcing order fulfillment because staff is currently overworked and adding this task with the Annual Conference coming up is not a good decision.

Mr. Brandt stated that ExCom can give direction to staff.

Mr. Gulledge conducted a straw poll to give direction to staff. The majority of current and incoming ExCom members were in favor of outsourcing order fulfillment for now.

Mr. Littleton stated that the savings from this issue are important but the Iron Mountain issue is related. He stated that following the current line of logic, it will cost \$50,000 a year to extract ourselves from Iron Mountain. He stated that there is a lot of return to allowing Society to focus on extracting ourselves from Iron Mountain storage and allowing us to outsource shipping for now.

Mr. Gulledge stated that details on this decision can be reported to the BOD on June 24th. Outsourcing order fulfillment will not cause a disruption to our members.

ADJOURNMENT

The meeting adjourned at 11:24 am.

A handwritten signature in black ink, appearing to be 'JH Littleton', with a horizontal line extending to the right.

Jeff H. Littleton, Secretary

ATTACHMENTS:

- A. AIRAH MOU Renewal
- B. AABC/ACG/EMA Draft MOU



Memorandum of Understanding ASHRAE and AIRAH

Founded in 1894, ASHRAE, Atlanta, Georgia USA serves humanity by advancing the arts and sciences of heating, ventilation, air-conditioning, and refrigeration and their allied fields. The ASHRAE vision is a healthy and sustainable built environment for all.

Founded in 1920, the Australian Institute of Refrigeration, Air Conditioning and Heating (AIRAH), Melbourne, is the leading specialist membership association for HVAC&R professionals in Australia.

ASHRAE and AIRAH agree to support the Memorandum of Understanding (MOU) 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 (in person, via conference call or on an online platform) of designated ASHRAE/AIRAH senior representatives to:

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

ASHRAE will take responsibility for initiating the annual liaison meeting. Action items with assigned responsibilities will 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
ASHRAE
180 Technology Parkway
Peachtree Corners, GA 30092
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For AIRAH:

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Chief Executive
AIRAH
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1 Elizabeth Street
Melbourne Vic 3000
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Email: tony.gleeson@airah.org.au

CONFERENCES AND MEETINGS

Each organization agrees to provide the other with a meeting invitation and two complimentary VIP registrations to one of its annual meetings.

ASHRAE and AIRAH 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 will help publicize the other organization's meetings and promote attendance.

CHAPTER COLLABORATION

ASHRAE and AIRAH agree to coordinate promotion of joint grassroots meetings of respective members. Exchange of Chapter/Section leader contact information will be one way to accomplish this objective.

ADVOCACY

Where mutually beneficial and to the extent allowed by laws and corporate policies, ASHRAE and AIRAH 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 AIRAH agree to:

- Provide at least one complimentary subscription the primary membership periodical to be sent to AIRAH's Publications Manager and ASHRAE's Director of Publishing and Education, respectively
- Explore opportunities to jointly produce publications of mutual benefit
- Cross-market each organization's publications where appropriate and with discounts; AIRAH will give ASHRAE its member pricing and ASHRAE will give AIRAH the same discount it provides to other industry distributors
- Use periodicals to promote the other organization's events, publications, and other activities
- Explore mutually beneficial ways to translate publications for member benefit

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 AIRAH 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 AIRAH
- Discuss ways that certifications programs can be jointly developed or promoted

TECHNICAL ACTIVITIES COORDINATION

ASHRAE and AIRAH agree to foster technical cooperation in areas of common interest by:

- Encouraging members in each organization to participate 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 HVAC&R
- Establishing liaison representatives to key technical committees where mutually beneficial

RESEARCH

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

- Promote research in areas where research results will add to the body of knowledge in HVAC&R
- Disseminate research results quickly, focusing on high-impact findings
- Identify opportunities for research funding from other sources

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 will begin when signed by both parties and will end after five (5) years unless extended by written agreement.

LEGAL STANDING

This MOU reflects a commitment by ASHRAE and AIRAH 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 organizations, and neither organization has an obligation to negotiate toward or enter into a binding written agreement. This MOU does not create a partnership, joint venture, fiduciary relationship, or similar relationship between ASHRAE and AIRAH. Furthermore, 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.

FOR ASHRAE

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

FOR AIRAH

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

Date

Date

DRAFT



Memorandum of Understanding ASHRAE and AABC/ACG/EMA

Founded in 1894, **ASHRAE**, Atlanta, Georgia serves humanity by advancing the arts and sciences of heating, ventilation, air-conditioning, refrigeration and their allied fields. The ASHRAE vision is a healthy and sustainable built environment for all.

Founded in 1965, the **Associated Air Balance Council (AABC)** establishes industry standards for total system balance of building environments, and is the only Association that exclusively certifies independent agencies. Members receive certification, technical training, continuing education, marketing, business resources, professional networking, and industry advocacy.

The **AABC Commissioning Group (ACG)**, founded in 2005, and the **Energy Management Association (EMA)**, founded in 2014, promote independent, third party, building systems commissioning and energy management services by providing members with industry leading certification, technical guidelines, education, training, advocacy, and networking opportunities.

ASHRAE and AABC, ACG and EMA 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:

[Note: When necessary or convenient to reference collectively, AABC, ACG and EMA—which are interrelated organizations with common management staff—will be referred to as “the Groups” for the remainder of this document.]

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/AABC/ACG/EMA senior representatives to:

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

ASHRAE and AABC/ACG/EMA 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
ASHRAE

For AABC/ACG/EMA:

Raymond Bert
Executive Director
AABC & ACG

180 Technology Parkway
Peachtree Corners, GA 30092
Phone: 404-636-8400
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Washington, DC 20037
Phone: 202-737-0202
Email: ray@aabc.com

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 the GROUPS 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 the GROUPS 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 the GROUPS agree to:

- Provide at least one complimentary subscription to 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 including electronic newsletters to promote the other organization's events, publications and other activities.
- Explore mutually beneficial ways to translate publications for member benefit.

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 the GROUPS agree to:

- Cross-market educational offerings at 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 the GROUPS.

TECHNICAL ACTIVITIES COORDINATION

ASHRAE and the GROUPS agree to foster technical cooperation in areas of common interest by:

- Encouraging 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 the GROUPS agree to:

- Promote research in areas where research results will add to the body of knowledge and support respective Society initiatives.
- Disseminate research results quickly, focusing on high-impact findings.
- Identify opportunities for research funding from other sources.

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 the GROUPS 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 the GROUPS. 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

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

Date

FOR AABC/ACG/EMA

Printed Name/Title

Signature

Date

Printed Name/Title

Signature

Date