

## **Memorandum of Understanding ASHRAE and AMCA**

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

Founded in 1955, AMCA is an association of manufacturers whose mission is to advance the knowledge of air systems and uphold industry integrity on behalf of AMCA member companies worldwide.

ASHRAE and AMCA agree to support the Memorandum of Understanding to advance and promote the mutual interests of their respective members. We are committed to working together 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/AMCA senior representatives to:

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

ASHRAE/AMCA 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  
1791 Tullie Circle, NE  
Atlanta, GA 30329  
Phone: 404-636-8400  
Email: [jlittleton@ashrae.org](mailto:jlittleton@ashrae.org)

#### **For AMCA:**

Mark Stevens  
Executive Director  
AMCA International  
30 West University Drive  
Arlington Heights, IL 60004  
Phone: 847-394-0150  
Email: [mstevens@amca.org](mailto:mstevens@amca.org)

## **CONFERENCES AND MEETINGS**

Each organization agrees to provide the other with a meeting invitation and two complimentary VIP registrations to their respective primary annual meetings.

ASHRAE and AMCA 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/REGION COLLABORATION**

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

## **ADVOCACY**

Where mutually beneficial and to the extent allowed by laws and corporate policies, ASHRAE and AMCA 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 AMCA 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.
- Cross-promote the other organization's events, publications and other activities.
- Explore mutually beneficial ways to issue publications in different languages 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 AMCA 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 AMCA.
- Discuss ways that educational certification programs can be jointly developed or promoted.

## **TECHNICAL ACTIVITIES COORDINATION**

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

- Encourage members in each organization to participate in 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 HVAC&R 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 AMCA agree to:

- Promote research in areas where research results will add to the body of knowledge in air movement and control applications;
- 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 AMCA to continue to 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 AMCA. 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 AMCA**

\_\_\_\_\_  
Dave Johnson  
Chairman

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Stevens  
Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR ASHRAE**

\_\_\_\_\_  
Charles E. Gullledge III  
President

*Charles E. Gullledge III, PE*  
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Signature

\_\_\_\_\_  
August 11, 2020  
Date

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Jeff Littleton  
Executive Vice President

*[Handwritten Signature]*  
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Signature

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August 11, 2020  
Date