



## **Memorandum of Understanding (MOU) ASHRAE and Electric Power Research Institute (EPRI)**

### **I. INTRODUCTION**

Founded in 1894, ASHRAE is a global society that advances the arts and sciences of heating ventilating, air-conditioning and refrigeration to serve humanity and promote a sustainable world. ASHRAE is a tax exempt 501(c)(3) corporation formed under the laws of the state of New York that focuses on improving building systems, energy efficiency, indoor air quality, refrigeration and sustainability through research, standards writing, publishing, certification and continuing education.

Founded in 1972, Electric Power Research Institute ("EPRI") conducts research, development, and demonstration projects for the benefit of the public in the United States and internationally. As an independent, nonprofit organization for public interest energy and environmental research, EPRI focuses on electricity generation, delivery, and use in collaboration with the electricity sector, its stakeholders and others to enhance the quality of life by making electric power safe, reliable, affordable, and environmentally responsible. Under Section 501(c)(3) of the United States Internal Revenue Code, EPRI is recognized as an independent, tax exempt, non-profit member organization with highly specialized research across nearly every area of electricity generation, delivery and use, management and environmental responsibility for the benefit of the public. EPRI operates its main offices and laboratories in the United States, along with international branch offices. EPRI's research portfolio focuses on Research & Development (R&D) programs that provide thought leadership in shaping the future of electricity by focusing on the power system of today, power systems in transition, and transformational systems that are needed to effectively integrate new technologies, systems, and services to provide both short- and long-term solutions for electric power stakeholders, customers and society on a non-discriminatory basis.

This MOU represents a non-binding expression of intent for ASHRAE and EPRI and does not create any legally binding obligation concerning the matters set forth herein. Any activities by the Parties concerning the matters referred to herein shall be subject in all respects to the approval of EPRI's and ASHRAE's management, availability of financial resources, and properly executed agreements between the Parties as deemed necessary by the Parties. Failure by EPRI or ASHRAE to complete its responsibilities and objectives detailed in this MOU will not allow the other to bring any legal claims for recovery. This MOU therefore cannot be construed by either EPRI or ASHRAE to provide a private right, cause of action or another basis for liability for or by any person or entity. 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.

ASHRAE and EPRI intend 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:



## II. CONSISTENT LEADERSHIP COMMUNICATION

Recognizing the importance of communication in organizational collaboration, both organizations envision holding a liaison meeting annually (either in person or via conference call) of designated ASHRAE/EPRI senior representatives to:

- Ensure ongoing advancement of collaborative projects.
- Keep each respective organization informed of major initiatives.
- 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 key contacts for pursuing the goals and objectives of this MOU 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 EPRI:

Mark Duvall  
Director, Research & Development  
Energy Utilization  
Electric Power Research Institute  
3400 Hillview Avenue  
Palo Alto, CA 94304  
Phone: (650) 855-2152  
Email: [MDuvall@epri.com](mailto:MDuvall@epri.com)

## III. CONFERENCES AND MEETINGS

By this MOU, the Parties intend to improve collaboration by developing and maintaining cooperative relationships to reciprocally exchange awareness of their areas, programs and projects for research and development (R&D) in order to further the exchange of information and awareness and to gain efficiency by avoiding duplication of R&D efforts in response to emerging industry-wide issues through the following efforts:

- Each organization encouraging and where deemed to be of interest, providing the other with a meeting invitation and two complimentary VIP registrations for attendance at the ASHRAE Winter or Annual Conference and EPRI Electrification 2020, workshops and other similar events. If applicable, waivers of registration fees where the Parties envision to acknowledge and understand that any waivers of registration fees given by ASHRAE to EPRI will be equivalent or greater in the value of waivers received by ASHRAE from EPRI.
- ASHRAE and EPRI will explore opportunities to provide speakers at the other organization's meetings to help provide updates and perspectives on technologies and trends of mutual interest.



- The Parties, in their sole discretion, may invite key contacts or their representatives to attend and make presentations during meetings, training courses and workshops in areas of mutual interest. Where mutually beneficial, each organization may help to publicize the other organization's meetings and promote attendance in the discretion of each respective entity.

#### **IV. PUBLICATIONS**

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

- Provide approximately one complimentary subscription of the primary membership periodical to be received at the headquarters location of the other organization. For EPRI, this would be the EPRI Journal and the Energy Efficient Electrification Newsletter. For ASHRAE, this periodical is the *ASHRAE Journal*.
- Explore opportunities to jointly produce publications of mutual benefit.
- Explore cross-referencing each organization's publications where appropriate with access to be on a non-discriminatory basis.
- Explore mutually beneficial ways to translate publications for member benefit on a non-discriminatory basis consistent with the understanding set forth herein.

#### **V. 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 EPRI anticipate to:

- Cross-reference 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 EPRI.
- Discuss ways that Research, Development and Deployment (RD&D) programs may be jointly developed, conducted or promoted.

#### **VI. TECHNICAL ACTIVITIES COORDINATION**

ASHRAE and EPRI envision fostering 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 buildings and community developments in the areas of R&D, Demonstration and Implementation of new and emerging technologies (RD&D).
- Establishing liaison representatives to key technical committees.





## VII. RESEARCH

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

- Promote research in areas where RD&D results are expected to add to the body of knowledge in sustainable energy practices, energy efficiency and energy utilization;
- Disseminate and publish research results quickly, focusing on high-impact findings, on a non-discriminatory basis.
- Identify opportunities for leveraging of collaborative RD&D funding from appropriate sources.

## VIII. TERMINATION

Either party may terminate this MOU, with or without stated cause, at any time for any reason or no reason, upon providing the other party with thirty (30) days' written notice of intent to terminate.

## IX. TERM

The term of this Memorandum of Understanding shall begin when signed by both parties and shall continue for a period of one (1) year, which shall automatically renew from year to year, unless terminated by written notice as provided above in Article VIII.

## X. LEGAL STANDING

This MOU reflects the intention of ASHRAE and EPRI 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 EPRI. Accordingly, no payments or reimbursements shall be made, replaced or requested under this Memorandum of Understanding, and nothing herein is intended to obligate the Parties to provide services, supplies, commit, bind, or obligate either party to transfer or receive anything of value. 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. This cooperation specifically excludes the transfer of any confidential information between parties unless a separate, specific, mutually drafted and negotiated non-disclosure agreement is reached by the Parties. Any information transmitted under this MOU will be non-confidential. Nothing in this MOU constitutes an endorsement by the Parties of the products, services, and/or fundraising activities of either EPRI or ASHRAE. Any statements or promotional materials that describe this MOU must be mutually approved in advance by the Parties. Any disputes challenging the nature of this MOU as non-legally binding, shall be governed by the laws of California, USA, without reference to conflict of law principles. Any disputes shall be settled by final and binding arbitration by one arbitrator under the rules of the International Chamber of Commerce with venue in San Francisco, California. Language of arbitration shall be English. Each side shall bear the cost of its own attorneys.



In WITNESS, WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date:

FOR ASHRAE

FOR EPRI

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Sheila Hayter  
President

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Mark McGranaghan  
Vice-President, Integrated Grid

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*Sheila Hayter*  
Signature

\_\_\_\_\_  
*Mark McGranaghan*  
Signature

\_\_\_\_\_  
*June 25, 2019*  
Date

\_\_\_\_\_  
*SEPTEMBER 5, 2019*  
Date

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Jeff Littleton, Executive Vice President

\_\_\_\_\_  
Ron Domitrovic, Ph.D., Program Manager

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*Jeff Littleton*  
Signature

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*Ron Domitrovic*  
Signature

\_\_\_\_\_  
*6-25-19*  
Date

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*7-26-19*  
Date