



## Memorandum of Understanding ASHRAE & ICC

1. **PARTIES:** This Memorandum of Understanding (MOU) is entered into by and between the International Code Council, Inc. (ICC) and the American Society of Heating Refrigeration and Air Conditioning Engineers, Inc. (ASHRAE).
2. **PURPOSE:** The purpose of this MOU is to describe the activities and arrangements between the parties that will help to build a stronger relationship between ASHRAE and ICC.
3. **SCOPE:** This MOU is undertaken by mutual consent of the parties. In entering into this MOU, both organizations are committing to identify cooperatively areas of mutual interest and work together on industry advocacy and public policy matters which both organizations support,. Both parties are also committing to explore and implement joint business opportunities that benefit both organizations; explore ways to jointly optimize development of codes and standards to improve public safety in the built environment; maximize efficiency and the stature of each organization among their respective stakeholders; and explore the possibility of developing a strategic partnership.
4. **STIPULATIONS:** The parties to this MOU acknowledge and agree to the following stipulations with regard to their respective roles:

### 4.1 ICC

ASHRAE acknowledges the unique membership characteristics of ICC and recognizes its authority to exercise sole and exclusive discretion in all decisions concerning matters related to the direction, administration, and operation of ICC. Furthermore, ASHRAE acknowledges ICC's copyright in publications and understands that neither ASHRAE nor its members who may engage in activities as a result of this MOU accrue any interest or property rights, including rights in copyright, to publications or products which they participate in developing. When permission is received from ICC to use ICC copyrighted material in ASHRAE documents, ASHRAE agrees to explore ways to attribute the ICC materials to ICC.

### 4.2 ASHRAE

ICC acknowledges the unique membership characteristics of ASHRAE in representing a broad section of the HVAC industry and recognizes its authority to exercise sole and exclusive discretion in all decisions concerning matters related to the direction, administration, and operation of ASHRAE. Furthermore, ICC acknowledges ASHRAE's copyright in publications and understands that neither ICC nor its members who may engage in activities as a result of this MOU accrue any interest or property rights, including rights in copyright, to publications or products which they participate in developing. When permission is received from

ASHRAE to use ASHRAE copyrighted material in ICC documents, ICC agrees to explore ways to attribute the ASHRAE materials to ASHRAE.

#### **4.3 ICC'S ROLE**

ASHRAE acknowledges ICC's important role in the area of safety for the built environment and recognizes ICC's vision and mission to protect the health, safety, and welfare of people by creating better buildings and safer communities, which is accomplished by providing the highest quality codes, standards, products, and services for all concerned with the safety and performance of the built environment.

#### **4.4 ASHRAE'S ROLE**

ICC acknowledges ASHRAE's important role in the heating, ventilation, air-conditioning, and refrigeration industries and recognizes ASHRAE's vision to be the global leader in the arts and sciences of HVAC&R; be the foremost, authoritative, timely and responsive source of technical and educational information, standards, and guidelines; and be the primary provider of opportunity for professional growth of its members, recognizing and adapting to changing demographics and embracing diversity.

- 5. WORK COOPERATIVELY IN AREAS OF MUTUAL INTEREST:** The parties agree to work to identify areas of mutual interest. Once these areas are identified, the parties further agree to work cooperatively in these areas in order to leverage their impact, increase reach, and maximize the efficient use of each organization's resources.
- 6. WORK TOGETHER ON ADVOCACY & PUBLIC POLICY MATTERS:** The parties agree to work together on advocacy and public policy matters which both organizations support. This activity will include an annual review of the respective advocacy priorities for both organizations to identify areas of mutual interest. It will also include routine contact at the staff level. ASHRAE is a 501(c) (3) not-for-profit corporation and ICC agrees that it will not include ASHRAE's name in advocacy and public policy matters without specific written permission from ASHRAE. ICC is a 501(c) (6) not-for-profit corporation and ASHRAE agrees that it will not include ICC's name in advocacy and public policy matters without specific written permission from ICC.
- 7. EXPLORE & IMPLEMENT JOINT BUSINESS OPPORTUNITIES:** The parties agree to explore and implement joint business opportunities that could benefit both organizations. These opportunities may include, but are not limited to, joint publication sales, joint training activities and cross marketing.
- 8. EXPLORE WAYS TO OPTIMIZE CODES & STANDARDS DEVELOPMENT:** The parties agree to explore ways to optimize codes and standards development to improve safety in the built environment, maximize efficiency, and raise the stature of each organization among their respective stakeholders. In conducting this activity, each organization recognizes the value of the current development procedures used by each other and the stakeholder interests that participate in those processes. Both organizations agree to look for ways to develop appropriate code-enforceable language for ASHRAE standards and provide guidance to support the adoption of ASHRAE standards into ICC codes.

- 9. EXPLORE DEVELOPMENT OF A STRATEGIC PARTNERSHIP:** The parties agree to a serious discussion concerning the development of a strategic partnership—a high-level cooperative arrangement intended to maximize the potential of the relationship between both organizations. Such a partnership could take advantage of the combined strengths of both organizations to achieve a shared vision.
- 10. STAFF SUPPORT FOR ACTIVITIES:** Both parties agree to provide the necessary number of qualified and competent staff required to support the activities described in this MOU.
- 11. TRAVEL EXPENSE REIMBURSEMENT:** The parties agree that each organization will be responsible for its own travel expenses that may be incurred as a result of this MOU.
- 12. PREVIOUS AGREEMENTS:** This agreement supercedes and replaces all previous agreements, contracts, and arrangements between the parties. All such previous agreements, contracts, and arrangements between the parties are hereby rescinded.
- 13. TERM:** This MOU shall take effect immediately upon ratification by both the ASHRAE Board of Directors and the ICC Board of Directors. It shall remain in effect until and unless terminated as provided herein.
- 14. TERMINATION:** This agreement may be terminated by either party by submitting written notice to the other party not less than 60 days prior to the intended date for suspending activities within the scope of this MOU. Such notice shall indicate the reasons for requesting such termination.
- 15. ICC HOLD HARMLESS:** ICC agrees to fully indemnify and hold harmless ASHRAE, its officers, directors, agents, employees, attorneys, representatives, successors, and assigns, individually or collectively, from any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, directly or indirectly arising out of, resulting from, or relating to ICC's activities under this MOU, including any acts or omissions of ICC, any agent, officer, director, representative, employee, consultant, or subcontractor of ICC, and their respective officers, agents, employees, directors and representatives in the exercise or performance of the rights and duties contained herein. ICC shall promptly advise ASHRAE in writing of any claim or demand against ASHRAE or ICC known to be ICC-related to or arising out of ICC activities under this MOU and shall see to the investigation and defense of such claim or demand at ICC's cost.
- 16. ASHRAE HOLD HARMLESS:** ASHRAE agrees to fully indemnify and hold harmless ICC, its officers, directors, agents, employees, attorneys, representatives, successors, and assigns, individually or collectively, from any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, directly or indirectly arising out of, resulting from, or relating to ASHRAE activities under this MOU, including any acts or omissions of ASHRAE, any agent, officer, director, representative, employee, consultant, or subcontractor of ASHRAE, and their respective officers, agents, employees, directors, and representatives in the exercise or performance of the rights and duties contained herein. ASHRAE shall promptly advise ICC in writing of any claim or demand against ICC or ASHRAE known to be ASHRAE-related to or arising out of ASHRAE activities

under this MOU and shall see to the investigation and defense of such claim or demand at ASHRAE's cost.

International Code Council, Inc.

American Society of Heating Refrigeration & Air Conditioning Engineers

By: Quil P. Went

By: [Signature]

Date: 6/15/06

Date: 7-5-06

**JEFF LITTLETON**  
**Executive Vice President**