



## Memorandum of Understanding

### ASHRAE and the Kuwait Foundation for the Advancement of Sciences

This Memorandum of Understanding ("MOU") dated November 19, 2020 is between:

**ASHRAE**, with its principal office located at 180 Technology Parkway, 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:

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

A handwritten signature in blue ink, appearing to be "DKC".

The parties responsible for ensuring this MOU is actively pursued through the term of the agreement are:

**For ASHRAE:**

Jeff Littleton  
Executive Vice President  
180 Technology Parkway  
Peachtree Corners, GA 30092  
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 promote 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 verify 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 achieve the above stated KPIs 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:**

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

##### **For KFAS:**

Dr. Mohammad Al-Ramadhan  
Director, Research Directorate  
KFAS  
P.O. Box 25263, Safat, 13113, Kuwait  
  
965-22278111  
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

