

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME
AND
ASHRAE**

This Memorandum of Understanding is entered into by ASHRAE, originally formed as the American Society of Heating, Refrigerating and Air-Conditioning Engineers," and the United Nations Environment Programme ("UNEP"), a subsidiary organ of the United Nations, established by UN General Assembly resolution 2997 (XXVII) of 15 December 1972, hereinafter jointly referred to as "the Parties".

WHEREAS UNEP is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

WHEREAS ASHRAE, is a technical society and its mission is to serve humanity by advancing the arts and sciences of heating, ventilation, air conditioning, refrigeration and their allied fields;

WHEREAS the Parties share common goals and objectives with regard to the coherent implementation of the environmental dimensions of sustainable development, and wish to collaborate in areas of mutual and concern, with transparency and efficiency, in the development of initiatives and actions of joint interest within their respective mandates and governing regulations;

NOW, THEREFORE, the Parties, being aware of the benefits that this cooperation will bring, agree as follows:

**Article 1
Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common benefit, concern and interest. This MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

The definition and implementation of any subsequent specific activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall be subject to separate agreements that may be entered into between the Parties under this MOU.

**Article 2
Areas of Cooperation**

The Parties hereby establish a strategic partnership and agree to cooperate in the following non-exhaustive areas of common concern and interest:

- The collaboration will focus on supporting the evolving needs of developing countries by providing specialized services that facilitate refrigerant management for climate protection and energy efficiency.
- The collaboration will prioritize upgrading, updating, and deploying ASHRAE-UNEP products, tools, and initiatives to ensure effective outreach. This effort aims to raise awareness and promote understanding among stakeholders about best practices in refrigerant management.
- Both parties will explore opportunities to advance standards, codes, norms, and guidelines concerning refrigerant management, including aspects related to flammability, operation, and maintenance. This joint effort will contribute to enhancing the safety and sustainability of refrigeration and air-conditioning systems.
- The partnership will actively promote activities that emphasize sustainability and state-of-the-art technologies.

while also aligning with the United Nations Sustainable Development Goals (SDGs). This includes encouraging the adoption of lower global warming potential (GWP) alternative refrigerants, efficient energy systems, and innovative building designs, all aimed at reducing emissions and environmental impact.

- The collaboration will entail the exchange and/or development of technology awareness resources. These resources will be accessible to specialists and policymakers, aiding them in understanding the importance and application of emerging technologies that promote environmental protection.
- Advancing work force development through gender mainstreaming including, but not limited to, cooperation under the International Network of Women in Cooling (INWIC).
- Both parties will explore opportunities for joint research in areas of mutual interest related to the subject areas identified above.
- Both parties will explore opportunities for joint participation in relevant international and regional technical events, specially tailored to cater to the specific needs of developing countries.

Article 3

Consultation and Exchange of Information

The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, and shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this MOU and to plan future activities.

The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in their opinion, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Consultation and the exchange of information and documents under this MOU shall be without prejudice to arrangements that may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

Article 4

Nature of the Cooperation

Neither Party shall be entitled to enter into commitments or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 5

Implementation

The Parties will work out a plan envisaged under this MOU including specific activities, projects and programmes, whose definition and implementation shall be subject to detailed separate agreements, in accordance with Article 1.

Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation unless mutually agreed by the Parties upon a separate agreement.

Article 6

Acknowledgement of the Partnership

The Parties agree to recognize and acknowledge their partnership, as appropriate. To that end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement, including the use of their names and logos.

Article 7
United Nations Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 8
Dispute Settlement

The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

Article 9
Miscellaneous

Failure by either Party to request the implementation of a provision of this MOU to the other Party shall not constitute a waiver of that or any other provision of this MOU.

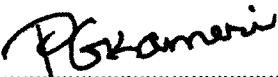
Article 10
Term, Termination, Amendment

This MOU shall have an initial term of two years from the date on which it is duly signed by both Parties, unless terminated earlier by mutual consent or by either Party upon three months' notice in writing to the other Party.

This MOU may be amended only by mutual written agreement of the Parties. Such amendment will become an integral part of this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For United Nations
Environment Programme



Name: Patricia Kameri-Mbote

Title: Director, Law Division

Date: 17 January 2024

For ASHRAE



Name: Ginger Scoggins

Title: President

Date: 13 May 2024