



## Memorandum of Understanding

# ASHRAE and National Association of State Energy Officials

Founded in 1894, ASHRAE, a non-profit 501(c)(3) corporation, is a professional and technical society that serves humanity by advancing the arts and sciences of heating, ventilation, air-conditioning, refrigeration and their allied fields. ASHRAE's more than 55,000 individual members focus on building systems, energy efficiency, indoor air quality, refrigeration and sustainability. Through research, standards writing, publishing, certification and continuing education, ASHRAE shapes tomorrow's built environment today, and collaborates with many organizations throughout the HVAC&R industry.

The National Association of State Energy Officials (NASEO) is the only national non-profit organization whose membership includes the governor-designated energy officials from each state and territory. NASEO was formed by the states and through an agreement with the National Governors Association in 1986. The organization was created to improve the effectiveness and quality of state energy programs and policies, provide policy input and analysis, share successes among the states, and to be a repository of information on issues of particular concern to the states and their citizens, NASEO is an instrumentality of the states.

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

- Ensure ongoing advancement of collaborative projects;
- Keep each respective organization informed of major initiatives; and
- 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 parties responsible for ensuring this MOU is actively pursued through the term of the agreement are:

## For ASHRAE:

## For NASEO:

Jeff Littleton Executive Vice President David Terry Executive Director

## CONFERENCES AND MEETINGS

Each organization agrees to provide the other with a meeting invitation to each organization's primary annual meeting.

ASHRAE and NASEO 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.

## ADVOCACY

Where mutually beneficial and to the extent allowed by laws and corporate policies, ASHRAE and NASEO agree to work together on common public policy goals. During annual liaison meetings, government affairs strategies will be discussed and common goals identified. Collaborative opportunities to be considered include:

- Joint promotion of state codes and standards aligned with both organizations' missions, including energy efficiency, grid integration, cyber-security, resilience, indoor air quality, and health/safety considerations;
- Promoting mutually beneficial positions during the development and passage of federal legislation and regulations; and
- Education of legislators and policy makers on issues important to the members of each organization.

## PUBLICATIONS AND PUBLICITY

Recognizing that electronic (including social media) and print publications are a primary means of disseminating new technologies, trends and practices, ASHRAE and NASEO agree to:

- Explore opportunities to jointly produce publications of mutual benefit;
- Share and publish, where mutually agreed, news and information documenting developments and issues of interest via each organization's website, social media account, and other communications channels as appropriate;
- Cross-market each organization's publications where appropriate and with industry standard distributor discounts; and
- Use periodicals to promote the other organization's events, publications and other activities.

## TECHNICAL ACTIVITIES COORDINATION

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

• Encouraging members in each organization to participate on technical committees and task forces, and providing clear information about how to join and participate;

- Providing information about and 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; and
- Establishing liaison representatives to key technical committees where mutually beneficial to do so and as opportunities arise.

## RESEARCH

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

- Promote research in areas where research results will add to the body of knowledge in building energy codes, standards, compliance, etc.;
- Disseminate research results quickly, focusing on high-impact findings; and
- Identify opportunities for research funding from other sources.

## **ADMINISTRATIVE CONTACTS**

The administrative contacts for actions tied to this MOU shall be:

## For ASHRAE:

For NASEO:

Jeff Littleton Executive Vice President ASHRAE 180 Technology Parkway Peachtree Corners, GA 30092 Tel: 404-636-8400 Email: jlittleton@ashrae.org David Terry Executive Director National Association of State Energy Officials 2107 Wilson Boulevard, Ste. 850 Arlington, VA 22201 Tel: 703-299-8800 Email: dterry@naseo.org

## 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 NASEO 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 NASEO. 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 ASHRAE

FOR NASEO

Chile E. Suly II, PE

Charles E. Gulledge III, P.E., FASHRAE, HBDP, LEED AP President November 20, 2020

Date

David Terry **Executive Director** 

## November 20, 2020

Date

Jeff Littleton Executive Vice President November 20, 2020

Date

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Sandy Fazeli Managing Director, Policy

11/20/2020

Date