

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ENVIRONMENT PROGRAMME

AND

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS, INC. (ASHRAE)

This Memorandum of Understanding is entered into by **American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)** 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 **American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)**, is a and has as its mandate or objective 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 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 Memorandum of Understanding is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common concern and interest. This Memorandum of Understanding shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this Memorandum of Understanding or otherwise. The definition and implementation of any subsequent specific activities, projects and programmes pursuant to this Memorandum of Understanding, 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 Memorandum of Understanding.

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:

- Work together to produce products and launch initiatives aiming at responsible management of refrigerants in developing countries in support of objectives of the Montreal Protocol;
- Explore opportunities in advancing standards, codes, norms and guidelines in relation to refrigerants management, flammability, operation and maintenance;
- Cooperating in advancing education and training programs to different level of practitioners and learners dealing with refrigerants and refrigeration/air-conditioning systems;
- Work together in promoting activities aiming at introducing the dimension of sustainability and state-of-art technologies
- related to emissions reduction, lower global warming potential (GWP) alternative refrigerants, efficient energy systems and building design;
- Exchange and/or Develop technology awareness resources that can be used by specialists and policy makers to better understand the need for and application of new technologies that better protect the environment;
- Promote the advancement relevant research and cooperate in disseminating information about relevant areas of cooperation; and
- Cooperate in organizing international and regional technical events to support the needs of developing countries and exchange annual calendars of activities for possible joint participation in related events and meetings.

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 Memorandum of Understanding and to plan future activities. Either Party may invite the 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 the present Memorandum of Understanding 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 the present Memorandum of Understanding and of any agreements signed by the Parties within the scope of the present 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 Memorandum of Understanding 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 develop a plan under the present Memorandum of Understanding, 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 the present Memorandum of Understanding 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 the present Memorandum of Understanding 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 the present Memorandum of Understanding.

**Article 9
Miscellaneous**

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

**Article 10
Term, Termination, Amendment**

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

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

**For the United Nations
Environment Programme**

**For American Society of Heating, Refrigerating and Air-
Conditioning Engineers, Inc. (ASHRAE)**



P.P.



Name: Elizabeth Maruma Mrema

Name: Darryl K. Boyce

Title: Director, Law Division

Title: President

Date: 5/11/2019

Date: 5/11/2019

