



## **Memorandum of Understanding**

**American Society of heating, Refrigerating, and Air-Conditioning Engineers, Inc.**

**And**

**Chinese Association of Refrigeration**

### **PURPOSE**

In recognition of shared technical interests, the American Society of Heating Refrigerating, and Air-Conditioning Engineers, Inc. (ASHRAE) and the Chinese Association of Refrigeration (CAR) agree to support this Memorandum of Understanding to jointly advance and promote the mutual interests of RHVAC professionals.

### **STIPULATIONS**

ASHRAE acknowledges the unique membership characteristics of CAR and recognizes its authority to exercise sole and exclusive discretion in all decisions concerning matters related to the direction, administration, and operation of CAR. Furthermore, ASHRAE acknowledges CAR's copyright in publications and understands that neither the 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 CAR to use CAR copyrighted material in ASHRAE documents, ASHRAE agrees to attribute the CAR materials to CAR.

CAR 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, CAR acknowledges ASHRAE's copyright in publications and understands that neither the CAR 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 CAR documents, CAR agrees to attribute the ASHRAE materials to ASHRAE.

### **OBJECTIVES**

- **Maintain effective and timely communication between ASHRAE and CAR to optimize cooperative efforts mutually beneficial to each organization's respective members**
  - Identify areas of mutual interest and, once identified, work cooperatively in these areas to leverage impact, increase reach, and maximize the efficient use of each organization's resources.
- **Support cooperative standards development to benefit the global refrigeration industry**
- **Share products prepared by both ASHRAE and CAR with each organization's members without impairing the value of membership in either of the organizations.**

- Where mutually beneficial, jointly promote respective educational programs, conferences, publications, and standards to members.
- Members of CAR shall be eligible to purchase ASHRAE products at ASHRAE member discounts. CAR members must have a means of confirming their membership in CAR to be eligible to receive the member discount.
- Where mutually beneficial, jointly identify, create and market new products and services.
- Encourage continuing dialogue between ASHRAE and CAR at all organizational levels.
- Cross-market, where appropriate, each other's products and services.
- Promote the continued advancement of the science and technology of refrigeration by supporting each organization's respective research and technology programs.
  - Support the participation of subject matter experts on respective technical initiatives, including technical committees.
- Share news regarding ongoing activities of each organization, and promote that news to each organization's respective membership.
- Strive to meet at least once annually to monitor programs and activities and to discuss further cooperation between the two organizations.

**HOLD HARMLESS**

CAR agrees to fully indemnify and hold harmless ASHRAE, its officers, directors, agents, employees, 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 CAR's activities under this MOU, including any acts or omissions of CAR, any agent, officer, director, representative, employee, consultant, or subcontractor of CAR, and their respective officers, agents, employees, directors and representatives in the exercise or performance of the rights and duties contained herein.

ASHRAE agrees to fully indemnify and hold harmless CAR, its officers, directors, agents, employees, 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.

**American Society of Heating Refrigeration & Air Conditioning Engineers**

**Chinese Association of Refrigeration**

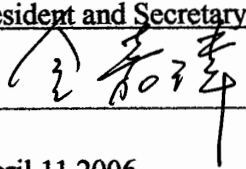
Name: Ronald E. Jarnagin

Name: Jin Jiawei

Title: Vice president

Title: Vice president and Secretary General

Signature: 

Signature: 

Date: April 11, 2006

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