

GEO MOU with HRAI

This Memorandum of Understanding (MOU), dated July 1, 2015, is entered into between the Geothermal Exchange Organization, a non-profit trade association that promotes the manufacture, design and installation of geothermal heating and cooling (or GeoExchange®) systems in the U.S.A., headquartered in Springfield, Illinois, U.S.A. ("GEO"), and the Heating, Refrigeration and Air Conditioning Institute of Canada, a national association representing HVACR manufacturers, wholesalers and contractors in Canada, headquartered in Mississauga, Ontario, Canada ("HRAI").

The purpose of this MOU is to promote and facilitate mutual cooperation and assistance between GEO and HRAI in providing services to their respective members, where many are common members to both associations, relating to the North American market for residential and commercial geothermal heating and cooling equipment and other products within the scopes of both associations. The purpose of this MOU is also to provide clarity to the respective memberships on the ways in which the associations will work together in dealing with governmental and non-governmental entities in their respective countries.

Specifically, GEO and HRAI agree to the following:

1. Each association will include the other on its distribution lists for all communications made to its member companies relating to geothermal heating and cooling issues, including:
 - (a) development of, or compliance with, safety, energy and environmental standards, regulations or guidelines related to, building standards, product performance standards or product installation requirements, whether such standards or requirements originate with a governmental or non-governmental entity; and
 - (b) proposed or actual policy positions taken or to be taken by either association on legislative or regulatory proposals, or proposals made under the auspices of a non-governmental code body related to geothermal.
2. Each association will provide assistance to the other through staff and/or members, on an as-available basis, in understanding and responding to legislative, regulatory and code body proposals and activities concerning topics enumerated in paragraph 1(a) and (b), above, insofar as they relate to the geothermal heating and cooling market.
3. Each association will consult when and as needed with the other regarding the desirability of jointly -- or in support of the other -- communicating agreed-to positions on items covered in Para 1 to organizations outside of North America.
4. Each association will invite the other to attend on a complimentary basis (one staff representative) its annual general membership meetings.
5. Each association will provide additional information and assistance to the other, including an opportunity to participate in the association's activities, concerning other matters of mutual interest on an as-requested basis.
6. Both associations will ensure that the terms of the MOU are communicated and promoted to their respective memberships on a regular basis so that there is a clear understanding within each association's membership of the terms of this relationship.

Nothing in this MOU is intended to, nor shall be construed to, create a principal-agency relationship between GEO and HRAI, and either party may terminate this MOU at any time for any reason.