



Strategic Partnership Agreement
Between
American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
And
International Facility Management Association (IFMA)

This Strategic Partnership Agreement (SPA) is made this 2nd day of August 2019 by and between the International Facility Management Association, a Michigan not-for-profit corporation having its offices at 800 Gessner, Suite 900, Houston, Texas 77024-4257 (hereinafter "IFMA") and The American Society of Heating, Refrigerating and Air-Conditioning Engineers, a Georgia not-for-profit corporation having its offices at 1791 Tullie Circle, NE, Atlanta, GA 30329 (hereinafter "ASHRAE").

1. Objectives

The purpose of this Strategic Partnership Agreement between IFMA and ASHRAE is to set forth the goals and guidelines of their collaboration. IFMA's and ASHRAE's primary common goals are:

- 1.1 To provide international and local dialogue, networking, and content sharing between our respective professional members.
- 1.2 To develop and maintain high standards and industry best practices for our respective memberships.
- 1.3 To support the facility management (FM) field with ASHRAE industry information and education.
- 1.4 To further the understanding of FM and its role in organizations.
- 1.5 To cultivate cooperation among the many people and groups involved in FM, including government departments.

2. Forms of Collaboration

The two Parties, subject to the regulatory framework and availability of resources of both bodies, will proceed in the following areas:

- 2.1 Both Parties agree to adopt and promote the IFMA Training and Development Framework (Exhibit A) as a basis for Property and Facility Management industry training.
- 2.2 Both Parties agree, subject to terms established on a case-by-case basis, to freely share pertinent information that will enhance the knowledge base of the FM and heating, refrigeration, and air conditioning fields.
- 2.3 Both Parties agree to execute marketing plans that promote mutually agreed to FM and ASHRAE related events.

3. Deliverables of Agreement

IFMA and ASHRAE agree to the following deliverables:

- 3.1 Report to each other on their respective accomplishments by February 15 of each year in respect of the preceding year.
- 3.2 Both Parties agree to protect ASHRAE and IFMA intellectual property — specifically the training materials. Each Party retains exclusive copyright ownership and control over all its own respective content provided under this agreement.
- 3.3 IFMA is wholly responsible for evaluating and tracking all trainees' status and credentialing within the FM Training Framework.
- 3.4 Both Parties shall share the registration information provided by the explicitly granted permission of individuals who have purchased IFMA training by referral from ASHRAE or who have purchased ASHRAE training by referral from IFMA for the purpose of helping cross promote events and activities. A mechanism to identify the source of the customer (either from IFMA or ASHRAE) will be determined on a later date. Both Parties agree to offer membership discounts on training and education sessions.
- 3.5 Both Parties agree to a revenue share from instructor-led courses and from each association's online education/training platform.
 - a. IFMA will share 20% of the gross revenue from training sales from customers that have been identified as coming from ASHRAE.
 - b. ASHRAE will share 20% of the gross revenue from training sales from customers who have been identified as coming from IFMA as a result of the FM Industry Training and Development matrix—specifically the HVAC and Energy and Building Controls paths.

4. Terms of Agreement

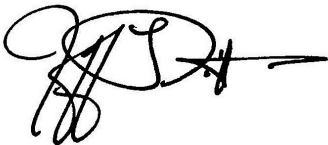
This SPA reflects a commitment by ASHRAE and IFMA to continue to enhance their working relationship and efforts towards achieving mutual objectives as described above.

Addenda to this document identifying specific projects and activities will be undertaken within this general agreement. Addenda as mutually agreed upon between both Parties may be developed at any time during the life of the SPA.

- This SPA will take effect immediately upon signing by both Parties.
- Both Parties will retain ONE copy each of the SPA.
- IFMA and ASHRAE are authorized to use each other's names and logos (the brand) in reference to this SPA, and each agrees that any information relating thereto which one party will issue or publish shall be available to the other party. To maintain copyright and brand standards, no information published or issued by one party shall be published by the other party without prior agreement of the other party. The use of IFMA's logo (the brand) shall comply with the IFMA international graphic standards policy.
- It is further agreed that if either party determines that this relationship is no longer mutually beneficial or agreeable and good faith negotiations have been conducted, this agreement may be terminated upon written notice by either party.

IN WITNESS THEREOF, the institutions have agreed to the above and hereunto set their hands on the 2nd day of August 2019.

Signed for and on behalf of
ASHRAE



Mr. Jeff Littleton
Executive Vice President, ASHRAE

August 2, 2019

Signed for and on behalf of
IFMA



Mr. John Carrillo
Chairman of the Board, IFMA

August 2, 2019