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**Memorandum of Understanding  
between  
the United Nations Economic Commission for Europe (UNECE)  
and  
the Building Energy Exchange**

**WHEREAS**, the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) is mandated to carry out a programme of work in the field of sustainable energy with a view to providing access to affordable and clean energy to all, in line with the Sustainable Energy for All initiative of the United Nations’ Secretary-General, and helping to reduce greenhouse gas emissions and the carbon footprint of the energy sector;

**WHEREAS**, the UNECE, through its Committees on Sustainable Energy and Housing and Land Management, its Group of Experts on Energy Efficiency, and the Joint Task Force on Energy Efficiency Standards in Buildings, promotes development and dissemination of international standards in energy efficiency, and specifically, the Geneva UN Charter on Sustainable Housing and the UNECE Framework Guidelines for Energy Efficiency Standards in Buildings (hereinafter referred to as “Framework”), attached hereto as Annex 1;

**WHEREAS**, to further the UNECE’s work in promoting the principles of energy efficiency as set forth in the Framework, the UNECE is seeking to partner with certain non-governmental organisations throughout the world with demonstrated capabilities to support and advance the principles of the Framework and desires to establish a network of designated International Centres of Excellence on High Performance Buildings (each individually, “ICE-HPB” and collectively, the “Network”) to work with the UNECE to support and advance the principles of the Framework;

**WHEREAS**, the Building Energy Exchange (hereinafter referred to as “BE-EX”) is an independent non-profit organisation located at 31 Chambers Street, Suite 609, New York City, New York, USA (the “BE-EX Resource Centre”), incorporated under the laws of the State of New York, that advances energy efficiency in the built environment through stakeholder education, participation, research, tools, and exhibits, and the BE-EX seeks to partner with the UNECE to support and advance the principles of the Framework;

**WHEREAS**, the UNECE has found the BE-EX to have the demonstrated capabilities to support and advance the principles of the Framework necessary to become a designated ICE-HPB;

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**WHEREAS**, the UNECE and the BE-EX consider that Praxis Inc., a sustainability consultancy (“Praxis”), has assisted with the development of the Framework, and may continue to assist to advance the principles of the Framework through work with and among the ICE-HPBs and the Network;

**WHEREAS**, the UNECE and the BE-EX agree that the ICE-HPBs and the Network are separate and independent from the Global Building Network, a consortium of academic research institutions established by a Memorandum of Understanding executed on or about May 31, 2018, by and between the UNECE and Pennsylvania State University, also to support and advance the principles of the Framework; however, it is anticipated that there will be beneficial collaboration among and between the UNECE, the Global Building Network, the ICE-HPBs and the Network.

**NOW THEREFORE**, the UNECE, represented by the Executive Secretary of the UNECE, and the BE-EX, represented by the Executive Director of the BE-EX (hereinafter referred to collectively as “the Parties”), have entered into the present Memorandum of Understanding (hereinafter referred to as “MoU”) as follows:

### **Article I** **Purpose**

1.1. The purpose of this MoU is to provide a framework for establishing and operating ICE-HPBs to support and advance the principles of the Framework. Each ICE-HPB designated by the UNECE will operate as an independent organisation but in partnership with the UNECE and its Group of Experts of Energy Efficiency and the Joint Task Force on Energy Efficiency Standards in Buildings, and will work with the UNECE to pursue programmatic and funding opportunities to collaborate and cooperate with the UNECE and other ICE-HPBs within the Network, as further articulated in Article II below.

### **Article II** **Areas of Cooperation**

2.1. This MoU outlines the activities needed to establish and operate an ICE-HPB, and defines the division of responsibilities between the Parties.

2.2. The UNECE hereby designates the BE-EX as an ICE-HPB, to be physically located at the BE-EX Resource Centre, which will perform a number of activities that may be referred to as “projects,” in accordance with the Framework, generally, and, more particularly, with the Terms of Reference for the BE-EX ICE-HPB (attached as Annex 2)

2.3. The UNECE will provide guidance to the BE-EX ICE-HPB through engagement of its experts in ICE-HPB operations where possible and practicable.

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2.4. The Parties will collaborate in joint projects, in the UNECE member States and beyond, that fall under the Framework, generally, and more particularly, under the Terms of Reference of BE-EX ICE-HPB. Such projects may be undertaken in collaboration with other ICE-HPBs within the Network or with the Network as a whole.

2.5. The UNECE will encourage communication, coordination and collaboration among the BE-EX ICE-HPB and the other ICE-HPBs within the Network, and the Global Buildings Network, which will be beneficial, and may be facilitated by Praxis, as well as pursue, to the extent practicable, funding opportunities to benefit the activities which may be undertaken pursuant to this MoU to support and advance the principles of the Framework.

### **Article III** **Implementation**

3.1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the objectives of collaboration under the present MoU.

3.2. As applicable and if found necessary by the Parties, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, timeframes, and funding arrangements, specified in a separate project document to be agreed upon and signed by both Parties.

3.3. Project documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated in Article IV.

3.4. The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments with fullest regard for the terms and conditions of this MoU and the objectives of Building Energy Exchange and UNECE.

3.5. In no event shall this MoU, or any amendment hereof, operate to create financial or administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this MoU on their own or with other third parties.

### **Article IV** **MoU Focal Points**

4.1. The Parties have designated MoU Focal Points to plan and develop activities under this MoU and ensure its proper implementation:

UNECE:  
Mr. Scott Foster  
Director  
Sustainable Energy Division  
United Nations Economic Commission for Europe  
Palais des Nations, 8-14, Avenue de la Paix,  
1211 Geneva 10,  
Switzerland  
Tel.: +41 22 917 2444  
Email: [scott.foster@unece.org](mailto:scott.foster@unece.org)

Building Energy Exchange:  
Mr. Richard C. Yancey  
Executive Director  
Building Energy Exchange  
31 Chambers Street, Suite 608  
New York, NY 10007  
USA  
Tel : +1 212 349 3900  
Email : [rcy@be-exchange.org](mailto:rcy@be-exchange.org)

#### **Article V** **Intellectual Property rights**

5.1. The Parties agree that there will be no joint intellectual property rights.

5.2. There shall be no entitlement to intellectual property rights, including but not limited to, patents, copyrights and trademarks, with regard to materials produced and published by either of the Parties pursuant to the provisions of the present MoU unless such rights have been agreed upon in advance in writing by both Parties.

#### **Article VI** **Reporting requirements**

6.1. The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold consultations as appropriate, in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities.

#### **Article VII** **Settlement of disputes**

7.1. Any dispute arising from the application or interpretation or in connection with the present MoU shall be settled by amicable and good-faith consultations and negotiations between the Parties.

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**Article VIII**  
**Privileges and immunities**

8.1. Nothing in this Agreement shall be deemed a waiver, expressly or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article IX**  
**General Provisions**

9.1. Entry into force and duration: This MoU shall enter into force upon signature by both Parties and will remain in effect for a period of 3 years. This MoU will be automatically renewed at the end of the term for a successive period of three years unless terminated by the Parties in accordance with the provisions specified in Section 9.3 herein.

9.2. Amendments: This MoU may be amended only by written agreement of both Parties.

9.3. Termination: This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety (90) days advance written notice to the other Party. In any such event, the Parties shall take all necessary actions as required to promptly and in an orderly manner terminate any on-going activities or projects carried out under this MoU in a cost-effective manner.

9.4. The UNECE shall develop an emblem which will demonstrate that an organisation has been designated an ICE-HPB by the UNECE (hereinafter referred to as the “Emblem”). Upon development of the Emblem, the BE-EX shall hereby be authorized, during the term of this MoU until such time as the MoU is terminated pursuant to Section 9.3 herein, to use the Emblem on its literature or other materials and on its website. Upon termination of the MoU, the BE-EX shall remove the Emblem from its website and not utilize it on any of its literature or other materials produced thereafter. The UNECE is hereby authorized, during the term of this MoU until such time as the MoU is terminated pursuant to Section 9.3 herein, to use the BE-EX logo in its literature or other materials or on its website for the purpose of demonstrating that the BE-EX has been designated as an ICE-HPB by the UNECE. Upon termination of the MoU, the UNECE shall remove the BE-EX logo from its website and not utilize it on any of its literature or other materials produced thereafter. Any use, not provided for in this Section 9.4, of a Party’s name, emblem, logo or official seal by the other Party, in any manner whatsoever, shall be prohibited unless expressly authorized in writing by the Parties.

9.5. The Parties recognize that they are legally separate and independent of each other. Neither Party has the authority to act on behalf of the other.

9.6. The United Nations has found sexual exploitation and sexual abuse to violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations as

provided in the Secretary-General's Bulletin dated October 9, 2003 (ST/SGB/2003/13). BE-EX has adopted a Policy Against Harassment, Bias and Discrimination for its organization and, by entering into this MoU with the UNECE, accepts the United Nations' standards in the Secretary-General's Bulletin referenced above. Failure on BE-EX's part to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, are grounds for termination of this MoU.

9.7. This MoU does not create legally binding obligations between the Parties.

9.8. The implementation of the MOU does not have financial or budgetary implications for either Party.

**Article X**  
**Notices**

10.1 Any notices required by this MoU shall be given in writing and delivered to the following addresses:

UNECE:  
Mr. Scott Foster  
Director  
Sustainable Energy Division  
United Nations Economic Commission for  
Europe  
Palais des Nations, 8-14, Avenue de la Paix,  
1211 Geneva 10,  
Switzerland  
Tel.: +41 22 917 2444  
Email: [scott.foster@unece.org](mailto:scott.foster@unece.org)

Building Energy Exchange:  
Mr. Richard C. Yancey  
Executive Director  
Building Energy Exchange  
31 Chambers Street, Suite 608  
New York, NY 10007 USA  
Tel: +1 212 349 3900  
Email: [rcy@be-exchange.org](mailto:rcy@be-exchange.org)

or at such other address as may be designated in accordance with the terms of this notice provision.

Each Party to this Agreement hereby warrants and represents that the person signing below is duly authorized under applicable law and regulation to execute this Agreement on behalf of its respective Party and thereby to bind such Party to the terms hereof.



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IN WITNESS WHEREOF, the Parties have signed this MoU in two (2) originals in the English language on the date set forth below:

**For Building Energy Exchange**

**For UNECE**

Signature: -----

Signature: -----

Richard C. Yancey  
Executive Director  
Building Energy Exchange

Olga Algayerova  
Executive Secretary  
UNECE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Annex 2: Terms of Reference for the BE-EX ICE-HPB

### Activities and Projects

The mission of the BE-EX, as an ICE- HPB designated by the UNECE, is to connect real estate and design professionals to energy efficiency solutions through education, exhibitions, demonstrations, resources, and research. BE-EX identifies opportunities, navigates barriers to adoption, brokers relationships, and showcases best practices at its Resource Center in downtown New York City, and will share resources globally through the ICE-HPB network.

BE-EX helps building developers, owners, operators, and designers save energy and reduce building-based carbon emissions through implementation and adoption of energy efficiency measures and best practices. BE-EX activities directly support New York City and New York State's climate action agendas and are consistent with the UNECE Framework Guidelines for Energy Efficiency Standards in Buildings.

The activities and projects of the BE-EX ICE-EBB will include:

1. Convening dialogue amongst local and international industry leaders to identify challenges, share best practices and build a growing and diverse community of practice;
2. Gather and disseminate knowledge directly, and through partner organisations, including education and training, exhibits, case studies, research, demonstrations, and the production of industry focussed print and on-line resources;
3. Catalyze design and construction industry tools and training development, and identify potential barriers to adoption and implementation; and
4. Foster public demand and support for best practices through recognition and awards, open houses and tours, public events, and demonstrations.