

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

AiCARR, Associazione Italiana Condizionamento dell'Aria Riscaldamento e Refrigerazione, with registered office in Via Melchiorre Gioia 168 – 20125 Milano - Italy, (C.F. 80043950155 - P.IVA. 08075890965), legally represented by Claudio Zilio, President, born in Bassano del Grappa (VI) on August 22, 1969, having legal functional domicile at AiCARR registered office.

### AND

IIR/IIF, International Institute of Refrigeration / Institut International du Froid, with registered office at 177, boulevard Malesherbes 75017 Paris – France (fiscal code or similar: NOT applicable/no VAT number), legally represented by Didier COULOMB, Director General, born in Paris (France) on September 30, 1960, having legal functional domicile at IIR/IIF registered office.

(thereafter the Parties)

### GRANTED THAT

AiCARR is an association that provides, in the field of system technologies, knowledge and dissemination of the culture of production, distribution and utilization of the thermal energy for civil and industrial applications – particularly, the promotion of the rational use of all forms of energy as a key drive for a sustainable social and economic development – all that also by means of training initiatives for involved people.

AiCARR supports Ministries and Regional Governments in the preparation and compilation of laws and regulations from a technical standpoint; it cooperates with national and international standardization Bodies, such as UNI, CTI, CEN and ISO, on drafting of technical rules and standards on subjects related to energy efficiency and the renewable energies.

IIR is the only independent intergovernmental science and technology based organization which promotes knowledge of refrigeration and associated technologies and applications on a global scale that improve quality of life in a cost effective and environmentally sustainable manner including food quality and safety from farm to consumer, comfort in homes and commercial buildings, health products and service, low temperature technology and liquefied gas technology, energy efficiency and use of non-ozone depleting and low global warming refrigerants in a safe manner.

IIR members are 59 Countries. Member Countries take part in IIR activities via the commission members they select and IIR provides its members with tailored services meeting a wide range of needs for member country, national and international organizations, decision-makers, researchers and refrigeration practitioners.



## IN CONSIDERATION THAT

common objectives of the two Parties are the diffusion of the refrigeration culture through initiatives, conventions, partnerships, studies and analysis aiming to define a complete and consistent reference framework both in the legislative and normative fields.

In the current process of technological evolution and development, an exchange of technical and cultural knowledge between the Parties it is a functional modality able to provide integrated and qualitative responses to the present challenge on the energy and its sustainability;

AiCARR and IIR, in reciprocal respect of each other's institutional and statutory roles, have expressed the will to establish a structured and permanent collaboration through an exchange of information on the technical aspects of regulations, both legislative and normative, governing the refrigeration field;

AiCARR and IIR can organize events on common interest activities, granting educational credits to participants if applicable, and can jointly supply opinions and consulting advice to Bodies and Organizations, public or of public interest and private, always in the interest of the two organizations.

ALL ABOVE STATED, IT IS HEREBY STIPULATED AND AGREED UPON THE FOLLOWING

### ARTICLE 1

#### *(SUBJECT OF THE COLLABORATION)*

1. The statements outlined before constitute substantial and integral part of this agreement and are intended to be fully transcribed in the present article.
2. The present Memorandum of Understanding includes the general rules, to which the Parties will have to refer when entering into future negotiation agreements. On all cases not contemplated in specific future agreements or contracts, the articles provided within the present memorandum are meant applicable.
3. The subject of the present agreement is aimed to the attainment of the following targets:
  - IIR grants AiCARR the exclusive right of translation into Italian of all its members reserved documents, past, present and future not already translated and published in Italian;
  - IIR makes available its presence in AiCARR Conferences and/or Seminars when an institutional IIR speaker is requested (participation expenses at IIR charge);
  - IIR and AiCARR collaborate in organizing common events aiming to promote the refrigeration theme, such as workshops, thematic seminars, conferences, meetings, information campaigns through TV and/or the press, articles and Smartphone applications;



- AiCARR and IIR encourage
  - invitation of the other association experts to their conferences, seminars, workshops (for keynotes, round tables, invited papers etc.),
  - their free patronage to each other's events common topics,
- AiCARR and IIR collaborate in producing manuals, products and technical or scientific documents on subjects of common interest to be disseminated to their respective Members, also through the official websites of the Parties;
- AiCARR and IIR undertake common training and learning initiatives through specific appropriate agreements;
- AiCARR and IIR hold studies and analysis on technical and standardization problems in the fields of common interest;
- IIR and AiCARR collaborate through AiCARR Technical Refrigeration Committee (CTR) in the following way:
  - IIR provides for the translation into Italian of its "Informatory notes", which will be published in the AiCARR website Members reserved area, and prepares a summary of each note for publication in the AiCARR Journal;
  - AiCARR CTR selects and translates into Italian information included in the IIR Newsletter that may be of interest to AiCARR Members dividing them according to selective targets (Companies and/or Members); AiCARR Secretariat will toward those selected news the Members who show interest in the service;
  - AiCARR CTR provides AiCARR Journal Scientific Committee with reports on those IIR Conferences, which have seen the participation of IIR Italian Members, for publication on AiCARR journal; this activity will be subjected to verification to confirm its validity.

## ARTICLE 2

### (COLLABORATION PROCEDURE)

1. AiCARR and IIR, each one according to its specific capacity and availability, hereby commit themselves to put forth their professional, technical and instrumental resources and make available their scientific competences in order to accomplish all planned initiatives and executive plans resulting from the application of this Memorandum of Understanding.
2. Executive specific agreements, to be stipulated in writing between the Parties, shall be put in force to discipline and activate the collaboration relations for the achievement of the objectives of the present Memorandum of Understanding.





ARTICLE 3  
(HANDLING OF THE MEMORANDUM)

1. The correct implementation of the provisions included in the present memorandum will be ensured by two responsible officers nominated by the Parties:

The person in charge for AiCARR is its President Claudio Zilio, Eng. Professor  
([claudiozilio@aicarr.org](mailto:claudiozilio@aicarr.org); +39 0267479270)

The person in charge for IIR is its General Director Mr Didier COULOMB ([d.coulomb@iifir.org](mailto:d.coulomb@iifir.org),  
+33 14227 3235)

2. The two responsible officers for this Memorandum nominate each for his part a reference person empowered to the implementation of this Memorandum of Understanding.

ARTICLE 4  
(TYPE AND DURATION OF THE PRESENT  
AGREEMENT)

1. The present Memorandum of Understanding does not imply any financial flow between the Parties. Each one of the Parties will bear the costs related to the activities undertaken within the scope of the memorandum except what established in Article 2(2).
2. The present Memorandum of Understanding comes into force on the date of its signature by both Parties and expires on August 31, 2026 save the right of withdrawal that can be exercised by any of the Parties with an advance notice expressed three (3) months before in writing.
3. In the event that during the validity period of the present Memorandum of Understanding a change in the conditions for which it was stipulated are modified, or in the event it is deemed appropriate to review the same, the Parties will proceed with a common agreement and any changes will be stated in writing.
4. The Memorandum of Understanding shall be rescinded in the case specified by Article 5.
5. The Parties may choose to use electronic signatures according to Italian D.P.C.M. dated February 22, 2013 as published on the Italian G.U. n. 2117 of May 21.

ARTICLE 5  
(INFORMATION CONFIDENTIALITY)

1. During the period of activity the documentation and information exchanged between the Parties, with exclusion of what defined and described in Article 1, is to be considered reserved and confidential; therefore they may be utilized only for the scope of the present agreement which bars any diffusion and communication to third parties, including members of AiCARR and IIR.



2. The Parties, if they deem it appropriate, may agree in the context of individual activities to allow the dissemination to its members or third parties of what is indicated in the previous paragraph.
3. Violation to obligations included in the present Article will bear to immediate and rightful rescission of the Memorandum according to articles 1453 and subsequent of the Italian Civil Code, save all civil or penal consequences.

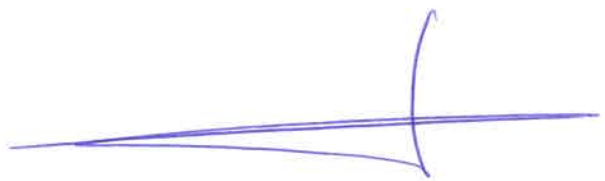
## ARTICLE 6

### (REGISTRATION AND JURISDICTION)

1. The present Memorandum of Understanding is written in two originals and will be registered only if necessary, according to dispositions of Italian D.P.R. n. 131/1986 and subsequent modifications or integrations.
2. For all disputes related to the present Memorandum of Understanding the place of jurisdiction is Milano, Italy.

Paris,

For AiCARR  
President  
Prof. Claudio Zilio



For IIR  
Director General  
Mr Didier Coulomb

