



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

AMERICAN RAINWATER CATCHMENT ASSOCIATION® (ARCOSA)

AND

AMERICAN SOCIETY OF PLUMBING ENGINEERS (ASPE)

1. Background

The two parties entering into this Memorandum of Understanding (MOU) are the:

- American Rainwater Catchment Systems Association® (ARCOSA), based in Austin, and
- American Society of Plumbing Engineers (ASPE), based in Chicago.

ARCOSA and ASPE wish to collaborate by working together to increase tangible results in the area of promoting rainwater and stormwater harvesting (RWH, SWH) as a valuable water resource for a variety of potable and non-potable uses with the optimal participation of local people. This MOU describes modes of collaboration in the areas of:

- Increased **capacity building**
- Shared **knowledge** and **expertise**
- Increased **awareness** on RWH/SWH and on the results of their collaboration.

2. Purpose

In recognition of shared technical interests, the American Rainwater Catchment Systems Association® and the American Society of Plumbing Engineers agree to support this Memorandum of Understanding to jointly advance and promote our mutual interests in rainwater and stormwater harvesting design and installation.

3. Description and Background of the Parties

❖ *American Rainwater Catchment Systems Association®*

The American Rainwater Catchment Systems Association® (ARCOSA) is a 501(c)(3) non-profit organization that was founded in 1994 to promote rainwater catchment systems throughout the world. Its

membership-on all continents except Antarctica-are a diverse group of water enthusiasts including city, state, federal and international government officials, academics, homeowners, gardeners, manufacturers, suppliers, architects, landscape architects and consultants. ARCSA encourages anyone interested in water quality or quantity to join its organization.

Its mission is to promote sustainable rainwater harvesting practices to help solve potable, non-potable, stormwater and energy challenges throughout the world through workshops, conferences, publications, dialog and information-sharing.

❖ *American Society of Plumbing Engineers*

The American Society of Plumbing Engineers (ASPE) is the international organization for professionals skilled in the design, specification and inspection of plumbing systems. ASPE is dedicated to the advancement of the science of plumbing engineering, to the professional growth and advancement of its members and the health, welfare and safety of the public. The Society disseminates technical data and information, sponsors activities that facilitate interaction with fellow professionals, and, through research and education, expands the base of knowledge of the plumbing engineering industry. ASPE members are leaders in innovative plumbing design, effective materials and energy use, and the application of advanced techniques throughout the world.

4. Objectives

ASPE and ARCSA will:

- Maintain effective and timely communication between its organizations to deliver benefit to both memberships.
- 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 codes and standards development to benefit the global rain-catchment, and related building- and water-delivery businesses, trade groups and other interested parties.
- Share products prepared by both groups with each organization's members without diminishing the value of membership in either organization.
- Promote, jointly, where mutually beneficial, educational programs, conferences, publications, and standards.
- Identify, create and market jointly, where mutually beneficial, new products and services.
- Encourage continuing dialogue between their groups at all organizational levels.
- Cross-market, where appropriate, each other's products and services related to all aspects of rain catchment.

- Promote the continued advancement of the science and technology of all aspects of rain catchment by supporting each organization's respective research and technology programs.
- Support the participation of subject matter experts on respective technical initiatives, including committees.
- Share news regarding ongoing activities of each organization, and promote that news to each organization's respective membership.

Therefore, this MOU is provided to formalize the collaborative partnership between the two parties.

5. ARCOSA and ASPE hereby agree to further the mutual purposes of the both organizations, namely:

- Increase access to water through collaborative rain harvesting projects:
 - ARCOSA and ASPE agree to assess ways for joint implementation of activities concerning rain harvesting at a global scale.
- Facilitate increased implementation and knowledge capacity concerning projects of local and regional rain-harvesting actors:
 - ARCOSA and ASPE will collaborate, where possible, on joint capacity-building activities for reinforcing the knowledge in other countries and communities;
 - ARCOSA and ASPE will exchange contacts at local, national and international levels for individual, well-defined tasks or projects to facilitate coordination of activities and improve dissemination of best practices.
- Share knowledge and expertise concerning rain harvesting between the two organizations and among their members.
- Work together to promote mutually beneficial standards and codes, and to pursue their adoption in model codes and regulations.
- May separately sell any jointly published standard at a price agreed to by both parties with proceeds from the sales of the publication going directly to the organization making the sale. Both organizations agree that either organization may discount that price to its membership at their discretion, while agreeing that the public price advertised by both organizations will be the same.
- Agree that they will not enter into any separate licensing agreements with other organizations for the sale of any joint documents unless prior authorization is received from the other organization.

6. Contact Persons

The Director of Publications & Standards of ASPE will have the responsibility for managing and monitoring the activities outlined in the MOU, and is the first point of contact for any correspondence between the two organisations on areas of collaboration. Contact details are:

Gretchen Pienta
ASPE
6400 Shafer Court, Suite 350
Rosemont, IL 60018
gpienta@aspe.org
847-296-0002 x226

The Executive Director of ARCSA will have the responsibility for managing and monitoring the activities outlined in the MOU, and is the first point of contact for any correspondence between the two organisations on areas of collaboration. Contact details are:

Heather Kinkade
ARCSA
7650 S. McClintock Drive, Suite 103-134
Tempe, AZ 85284-1673
Email: hkinkade@forgottenrain.com

7. Coordination

The two parties agree to:

- To schedule at least one meeting annually for the coordination of the projects and tasks covered by this MOU; to detail the activities, funds and obligations of each-
- To be in contact through appropriate means whenever a subject of mutual interest has arisen.

8. Period Covered by MOU

This MOU is effective upon signature by both parties. It shall initially remain in force for a period of 2 years, after which it may be extended. It may be terminated by three months written notice from either party. ARCSA and ASPE hereto acknowledge that this MOU constitutes a non-binding memorandum of understanding, which reflects the intent of the parties to cooperate in good faith regarding the transactions contemplated herein and does not constitute a legal binding agreement.

9. Termination

Either organization may terminate this agreement at any time with the aforementioned three-month notice.

10. Controversies

The collaboration between ASPE and ARCSEA will be evaluated annually and revised when deemed necessary by both parties. Any controversy arising as a result of, or in connection with this MOU shall be settled amicably between the parties. In case an amicable settlement cannot be reached within three months of consultation, this MOU will be terminated with immediate effect if one of the parties states so in writing to the other party.

11. Stipulations

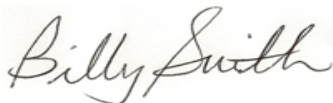
ASPE acknowledges the unique membership characteristics of ARCSEA and recognizes its authority to exercise sole and exclusive discretion in all decisions concerning matters related to the direction, administration, and operation of ARCSEA. Furthermore, ASPE acknowledges ARCSEA's registered trademark and copyrights in publications and understands that neither ASPE 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 ARCSEA to use copyrighted material in ASPE documents or to use our trademarks, a license agreement shall be executed and ASPE agrees to attribute the ARCSEA-produced materials to ARCSEA.

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

12. Note of Reservation in Relation to Institutional Independence

ARCSEA and ASPE reserve the right to act independently where either institution believes it is within their best interest. Both parties reserve the right to their own legal institutional independence and no contract by either party shall be legally binding upon the other without the explicit written approval of the responsible individuals in both organizations.

By signing and dating below, both ARCSEA and ASPE agree to the terms of this agreement.



Billy Smith, FASPE
Executive Director/CEO



David Crawford, PE
President

Date: 7/9/15

Date: 7/9/15

