

## **Results of the Electronic Ballot of the RESNET Board of Directors on Memorandum of Agreement with EcoBrokers**

The following is the results of the electronic ballot on authorizing the RESNET Executive Director to sign the draft February 28, 2008, draft Memorandum of Understanding with the Association of Energy and Environmental Real Estate Professionals (Attachment A):

***Shall the RESNET Executive Director be authorized to sign the February 28 draft Memorandum of Understanding with the Association of Energy and Environmental Real Estate Professionals?***

<b>Yes (19)</b>	<b>No (0)</b>	<b>Abstain (1)</b>	<b>Not Voting (1)</b>
Ben Adams Steve Byers Dennis Creech Richard Faesy Philip Fairey David Goldstein Tom Hamilton Bruce Harley Michael Holtz Mark Jansen C.T. Loyd Greg Nahn Kelly Parker Bill Prindle Robert Scott Daran Wastchak Erin Wiggins David Wilson Barb Yankie		Lee O'Neal	Andy Gordon

The RESNET Executive Director was authorized to sign the February 28 draft Memorandum of Understanding with the Association of Energy and Environmental Real Estate Professionals

## **Attachment A**

### **Memorandum of Understanding Between AEEREP (Association of Energy and Environmental Real Estate Professionals) And RESNET (Residential Energy Services Network)**

#### **I. PARTIES**

This document constitutes an agreement between THE ASSOCIATION OF ENERGY AND ENVIRONMENTAL REAL ESTATE PROFESSIONALS<sup>1</sup> (AEEREP) and RESNET to collaborate on a strategic partnership that will support the missions of both parties, particularly where benefits to energy raters, real estate professionals and the public would arise from joint activities. Each party's contributions will be acknowledged as appropriate in all publications, press releases, etc., resulting from joint activities.

#### **II. PURPOSE**

The purpose of this MOU is to expand the collaboration of both parties in the conduct of joint discussions and strategic implementation strategies related to: (1) the education of each party's membership regarding the many mutually beneficial business and consumer opportunities inherent in working together; (2) a plan of action executed utilizing web and/or written materials, enabling each party's members to easily locate the members of the other party at a local level; (3) to promote to RESNET rater partnering with AEERP members, which can be offered to current and potential real estate clients; (4) coordination between raters and AEEREP members to provide the tools and resources to be able to offer clients (a) rater services for existing properties (b) rater services for new construction and (c) rater services that are supportive of consumer financing and retrofit contracting services; (5) the ongoing creation and documentation of RESNET/AEEREP collaborative home rating success stories.

#### **III. LIMITATIONS**

- A. All commitments made in this MOU are subject to the availability of appropriated funds and resources. This MOU is neither a fiscal nor

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<sup>1</sup> AEEREP provides the financial support for the development and dissemination of educational material for the real estate profession through its operating contractor, EcoBroker International.

funds obligation document. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, or to enter into any contract, assistance agreement, or other financial obligation. Any endeavor involving the contribution of funds between the parties to this MOU will be subject to separate subsidiary agreements that will be effected in writing by authorized representatives of both parties, in accordance with applicable laws, regulations, and the parties' respective company policies and procedures.

- B. This MOU in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals.
- C. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private right, benefit, or cause of action for or by any person or entity enforceable by law or equity against AEEREP or RESNET, their officers, employees, or any other person.

#### IV. RESPONSIBILITY OF THE PARTIES

Both parties agree to:

- A. Represent each other on the other's website with enough information that our respective site visitors know why they might want to access the other party.
- B. Jointly develop a press release featuring the benefits of the partnership.
- C. Jointly share information to each others base that helps members understand each other's function when working with builders and consumers.
- D. Recognize the confidentiality of the other party's membership database and carry out any general communication with the other party's members only through that party.

#### V. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

Joint work under this MOU may require the sharing of proprietary information. Proprietary information is defined as information that an affected business claims to be confidential, is exempt from mandatory disclosure under applicable federal law, and is not otherwise available to

the public. Proprietary information disclosed by one party to the other in whatever form, written or otherwise, must be clearly defined as such. Proprietary information initially disclosed orally must be clearly memorialized in writing within a reasonable time for the receiving party. To the extent allowed by law, the parties agree to keep proprietary information confidential unless written permission is obtained from an authorized officer of the affected business. Neither party claims by virtue of this agreement any legal interest in existing or pending intellectual property of the other party. Rights to intellectual property arising from shared activities between the two parties in furtherance of this MOU will be allocated in writing, signed by authorized officers of each party, according to the law and the practices and policies of the parties.

VI. PERIOD OF AGREEMENT

This MOU will be effective when signed by both parties. This MOU may be amended at any time by the mutual written consent of the parties. The parties will review this MOU at least once every two years to determine whether it should be revised, renewed, or canceled. Either party may terminate this agreement by providing 90 days' written notice to the other party.

This MOU constitutes the entire agreement between the parties for its stated purpose, and no modification or addition will be valid unless signed by the parties and appended to this agreement. Any terms of this MOU found to be inconsistent with current AEEREP or RESNET directives or policies will be invalid, but the remaining terms will remain in effect.

Signed on behalf of

**AEEREP**

**RESNET**

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**Date**

\_\_\_\_\_  
**Date**