

## **Room Air Conditioner Certification Program**

### **LICENSE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (AHAM), a not-for-profit business association incorporated in the District of Columbia, having its principal office at 1111 19th Street, N.W., Suite 402, Washington, DC 20036, hereinafter called "Licensor," and \_\_\_\_\_ having its principal offices at the following location (full address) \_\_\_\_\_, hereinafter called "Licensee"

### **WITNESSETH:**

WHEREAS, Licensor has developed and caused to be recognized as a national standard for determining certain performance characteristics as referenced in "Exhibit A," the title of which standard is also referenced in "Exhibit A";

WHEREAS, Licensor is the sponsor of a Certification Program in support of the acceptance and use of that standard and the procedures set forth in the Procedural Guide, all in the public interest, to the end that public confidence in said performance characteristics may be effectively promoted;

WHEREAS, Licensee wishes to participate in said Certification Program;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

### **LICENSEE:**

A.1. Shall, upon the signing of this Agreement, have (1) the same person signing this Agreement on its behalf and (2) the engineer designated by such person sign and submit to Licensor the Certification Affidavit attached hereto as "Exhibit A."

A.2. Shall abide by and comply with all provisions of the Procedural Guide developed by AHAM for the implementation of the Certification Program.

A.3. Shall abide by, comply with and have the right to be apprised of all decisions made by the governing AHAM product council or committee which affect this Certification Program. This product council/committee shall meet periodically with AHAM staff for

communication, advice and counsel on the operation of the Certification Program, and shall determine all policy for the Certification Program.

A.4. Shall abide by the following Certification Program Payment Policy: For certification program participants, if invoices are not paid within 90 days after the invoice date, the participant will be given written notice that they have an additional 45 days to become current, or have its product ratings removed from the Certification Program directory. Removal from the directory will result in termination from the program. If a terminated company wishes to rejoin the program, it will be required to pay all outstanding invoices, and a full year program fees in advance.

**LICENSOR AND LICENSEE:**

B.1. Agree that the Procedural Guide is an extension of this License Agreement, provides all necessary details for participation in the Certification Program and is incorporated by reference into this Agreement. Revisions to procedures which become effective before the Procedural Guide is reprinted will be outlined in Letters of Instruction from Licensor to Licensees; such letters will automatically amend the Procedural Guide upon issuance.

B.2. Agree that this Agreement shall extend for an initial period of one (1) year and shall be automatically renewable for successive additional periods of one (1) year each unless either party, at least thirty (30) days prior to the date of expiration, gives notice in writing that it does not wish the Agreement to be renewed; provided, however, that either Licensor or Licensee may terminate this License Agreement upon sixty (60) days' written notice to the other party.

B.3. Agree that in the event that Licensee defaults under this Agreement, Licensor may immediately exclude Licensee from the Program by written notice sent by certified mail to Licensee. Under such circumstances, this Agreement will be considered void upon the date of Licensee's receipt of said written notice, and the remaining provisions concerning exclusion of a Licensee outlined in the Procedural Guide shall be followed.

B.4. Agree that the initial data on Licensee's certified rating(s) for models subject to the Program as submitted to the independent testing laboratory under contract to AHAM on forms provided by that laboratory (see the Procedural Guide) shall not be treated as confidential by either the laboratory or Licensor.

B.5. Agree that in the event Licensor promptly notifies all participants of any incorrect rating published in any Certification Directory, supplement thereto, or elsewhere, Licensee agrees not to hold Licensor liable in any way for any damage caused by any such incorrect published rating, unless such damage was the result of an intentional tort, a willful act, or of gross negligence by Licensor.

B.6. The interpretation of this Agreement and the parties' performance thereunder shall be governed by the laws of the District of Columbia.

B.7. In the event that any part or parts of this Agreement and/or the Procedural Guide are found to be void, the remaining provisions shall nevertheless be binding, to the extent practicable, with the same effect as though the void parts were deleted.

B.8. This Agreement being the final and complete understanding between the above parties, supersedes and nullifies all prior agreements.

Room Air Conditioner Certification Program  
**LICENSE AGREEMENT**

To be completed by AHAM:

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (Licensor)

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: AHAM \_\_\_\_\_

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

To be completed by Licensee [ See page 4 also]:

Company Name: \_\_\_\_\_ (Licensee)

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

"Exhibit A"

**CERTIFICATION AFFIDAVIT**  
(To be completed by Licensee)

The undersigned hereby certify and state, on behalf of \_\_\_\_\_  
(Licensee) that cooling capacity in Btu/hr, EER in Btu/watt-hour, and amperes for all room air  
conditioner models, and heating capacity in Btu/hr and amperes for those models that also have  
heating capabilities submitted for Certification, are accurately determined and stated in accordance  
with the current edition of ANSI/AHAM Standard RAC-1.

To be completed by Engineer [Reference Section A.1 (2)]:

Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

To be completed by same individual that signed the License Agreement on page 3 [Reference Section  
A.1 (1)]:

Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit "B"

**PRIMARY CONTACT FOR ADMINISTRATIVE ISSUES**

(Note: All verbal and written communications will be in English)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

**PRIMARY CONTACT FOR INVOICING/BILLING/PAYMENT**

(Note: All verbal and written communications will be in English)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

COUNTRY: \_\_\_\_\_