



22 November 2011

## **Affiliation Contract**

This Affiliation Contract outlines the basis for the Affiliation between

### **The International Passive House Association (iPHA)**

Rheinstraße 44-46, 64283 Darmstadt, Germany

*and*

### **New York Passive House inc (NYPH)**

## **§ 1 Objective**

In the face of climate change, the need to curb greenhouse gas emissions is becoming ever more apparent.

A key contributor to total greenhouse gas emissions, energy use in buildings can be reduced through increases in energy efficiency while ensuring the highest levels of comfort.

In this respect, the Passive House Standard, developed by the 🏡 Passive House Institute (PHI), offers the sustainable and cost effective answer for efficient energy use in buildings.

In order to advance the Passive House Standard as well as the quality for which it stands worldwide, the PHI founded iPHA, the International Passive House Association.

This Affiliation Contract is to serve as the basis of a mutually beneficial partnership between iPHA and NYPH with the goal of advancing, strengthening and promoting the Passive House concept on regional, national and international levels.

## **§ 2 Definitions**

*The Parties to this document hereby agree to the following definitions*

### **2.1 Affiliate Association**

Any Passive House association that has entered into an official Affiliation with iPHA by signing and agreeing to the principles of this Affiliation Contract

### **2.2 Affiliation**

All official partnerships between iPHA and other Passive House Associations, as governed by the principles of this Affiliation Contract

## **2.3 Cost and Logistical Agreement**

Found as an appendix to this Affiliation Contract and without which this Affiliation Contract is invalid, it details the specific logistical and monetary agreements between NYPH and iPHA in the context of their Affiliation

## **2.4 Fee Scale**

Found as an appendix to this Affiliation Contract and without which this Affiliation Contract is invalid, it details the fee sharing model on which the monetary agreement, outlined in the Cost and Logistical Agreement, is based.

## **2.5 Passipedia**

[www.passipedia.org](http://www.passipedia.org); the online, continually growing Passive House Resource in which a vast collection of scientifically sound, Passive House relevant information, generally in the form of articles and graphics, is posted by Passive House professionals so as to further the state of Passive House knowledge worldwide

## **2.6 Passive House**

A building for which thermal comfort as per ISO 7730 can be achieved solely by post-heating or post-cooling of the fresh air mass that is required to achieve sufficient indoor air quality conditions without the need for additional recirculation of air ([www.passipedia.org](http://www.passipedia.org)), and/or which fulfils the Passive House energy criteria, as developed by PHI. These criteria are documented and available on [www.passivehouse.com](http://www.passivehouse.com). The Passive House Standard encompasses the whole set of Passive House criteria.

## **2.7 Passive House association / Passive House organisation**

Any organisation or association working to further the Passive House Standard, including but *not limited* to iPHA and its Affiliate Associations

## **2.8 Passive House project**

Any construction project, whether completed or in progress and whether newly built or in the form of a renovation, for which PHI's Passive House Planning Package design tool (available on [www.passiv.de](http://www.passiv.de)) as well as components suitable for use in Passive Houses (including but not limited to PHI Certified Components) utilised both in the planning and implementation phases

# **§ 3 General principles**

*iPHA and NYPH hereby commit to the following*

## **3.1 Ethical principles**

- 3.1.1 Upholding human rights including but not limited to prohibiting child labour, unjust working conditions and discrimination on the basis of race, ethnicity, gender, lifestyle, etc.
- 3.1.2 Continually working for the greater good
- 3.1.3 Working in line with the principles of sustainable development and social responsibility, striving to ensure a better environment for generations to come and acting to continuously improve upon already high standards
- 3.1.4 Acting with tolerance and in an unbiased manner, independent from special religious, political, economic or other interests

### **3.2 Scientific principles**

- 3.2.1 Avoiding claims that are not scientifically defensible and evidence-based; operating with integrity and transparency, maintaining quality and taking responsibility for work and actions
- 3.2.2 Fostering the advancement of Passive House and related knowledge through capacity building and best practice, learning from others' experiences and sharing relevant insights with others
- 3.2.3 Publishing Passive House relevant work and scientific findings in the public arena for peer review and critique, in particular on Passipedia so as to promote the advancement of the Passive House knowledge
- 3.2.4 Clearly and correctly citing and respecting others' original work; denouncing plagiarism

### **3.3 Principles relating to the Passive House concept**

- 3.3.1 Adopting the definition of the Passive House Standard as per the Passive House criteria and principles set out by the PHI
- 3.3.2 Appropriately referring to Passive Houses and the components suitable for their construction as such as per the Passive House criteria set out by the PHI
- 3.3.3 Continuously striving to deepen and broaden awareness of and the body of knowledge surrounding the Passive House concept as well as its implementation.
- 3.3.4 Keeping abreast of the latest developments and knowledge in the Passive House field, as, for example, documented in Passipedia
- 3.3.5 Working to motivate the uptake of energy efficient products and methods in line with the Passive House Standard
- 3.3.6 Upholding the quality of the Passive House Standard worldwide through our work and communication
- 3.3.7 Ensuring the general availability of information regarding the Passive House concept
- 3.3.8 Refraining from activities that may compromise the reputation, quality or uptake of the Passive House Standard

### **3.4 Organisational principles**

- 3.4.1 Recognising, accepting and working constructively with other Passive House organisations that commit to the principles outlined in this Affiliation Contract
- 3.4.2 Working to build and help others build increasing numbers of Passive House projects, adding to the body of Passive House knowledge through experiences and findings to be shared on Passipedia and constantly striving to grow, thereby accruing a broader member base
- 3.4.3 Shunning any legal claims including but not limited to patents that would hinder others from building Passive House or that would restrict the openness of the concept / uptake of the Standard

- 3.4.4 Accepting and fully supporting entry into the Association (membership) of all interested parties whose actions are in line with the principles outlined in § 3.1 through 3.3

## **§ 4 NYPH's obligations to iPHA**

*NYPH hereby agrees to*

### **4.1 Policies**

- 4.1.1 Accept that all claims or demands for any type of organisational monopoly with regard to the Passive House Standard in particular geographical areas are not legitimate and will thus be neither recognised or tolerated by iPHA or PHI
- 4.1.2 Foster the continued education of its members and all those involved in the construction process through relevant seminars, workshops and course offerings, especially, the PHI Passive House Designer qualification
- 4.1.3 Actively contribute to the dissemination of Passive House relevant information including but not limited to information about national and regional, political and technological developments
- 4.1.4 Exchange ideas, experiences, and findings with iPHA/PHI and cooperate on the publication of informational material in the language(s) of the country of the Association's action, especially on Passipedia
- 4.1.5 Name at least one trusted Passive House professional to serve as the Passipedia administrator for the land in which NYPH is active, reviewing and posting high quality Passive House relevant work

### **4.2 Reference to PHI**

- 4.2.1 Refer to the international definition of the Passive House Standard (§ 2) as outlined by PHI verbally, in writing and by linking to the PHI and/or iPHA websites and/or to Passipedia.
- 4.2.2 Acknowledge and accept PHI certified buildings, professionals and products, displaying these visibly both online and in relevant literature
- 4.2.3 Communicate the possibility of Passive House Certification on a national level and encourage certifications carried out by PHI Accredited Building Certifiers as listed on the PHI website ([www.passiv.de](http://www.passiv.de)), irrespective of their nationality and relationship with NYPH

### **4.3 Interaction with iPHA**




- 4.3.1 Register all NYPH members on the iPHA website in a timely manner
- 4.3.2 Keep iPHA continually informed of the current membership status including any cancellations or changes through the sharing of pertinent information in an electronically processable format as outlined in the attached Cost and Logistical Agreement

- 4.3.3 Divert a portion of the annual NYPH membership fees as per the attached Fee Scale to iPHA on a semi-annual basis
- 4.3.4 Recognise other iPHA Affiliates as equal partners and cooperate with them in line with the principles outlined in this Affiliation Contract
- 4.3.5 Discuss all strategic decisions with iPHA
- 4.3.6 Make public and visible NYPH's affiliation with iPHA, especially by prominently placing a link to iPHA on the NYPH website
- 4.3.7 Participate in an annual iPHA Affiliate meeting, to take place in the context of PHI's annual International Passive House Conference with at least one NYPH representative of NYPH's choosing

## § 5 iPHA's obligations to NYPH

*iPHA hereby pledges to*

### 5.1 iPHA's obligations

- 5.1.1 Accept all NYPH members as iPHA members and to present them in the iPHA member databank upon their free registration by NYPH (as in § 4.3.1) on the iPHA website
- 5.1.2 Recognise NYPH as an iPHA Affiliate Association and prominently make this known through the iPHA internet presence, especially to nationals of the country in which NYPH operates
- 5.1.3 Discuss key strategic decisions that have the potential to influence NYPH's operations, including but not limited to the acquisition of further Affiliate organisations within NYPH's region of influence
- 5.1.4 Recognise all PHI certifications issued by NYPH
- 5.1.5 Share ideas, exchange Passive House relevant findings and experiences, and actively contribute to the dissemination of Passive House relevant information both on the iPHA website and on Passipedia, including but not limited to information from PHI, information about Passive House relevant developments and information provided by NYPH and other iPHA Affiliates
- 5.1.6 Provide non-monetary compensation as outlined in the attached Cost and Logistical Agreement for NYPH members having joined iPHA before this Affiliation Contract was in place
- 5.1.7 Allow NYPH and iPHA registered members the use of the iPHA logo in both the short  and full  formats in reference to iPHA where appropriate, for example, so as to denote iPHA's support and/or participation as well as to show member status; allow NYPH's use of the iPHA Affiliate  logo to denote NYPH's affiliate status

## **§ 6 Legal validity, termination and special provisions of the Affiliation**

### **6.1 Legal validity**

- 6.1.1 This Affiliation Contract and thus NYPH's official Affiliation with iPHA is open-ended and takes effect as of the date on which it is signed (§7).

### **6.2 Termination of the Affiliation**

- 6.2.1 Either Party has the right to terminate this Affiliation, effective 31 December of the calendar year in question, by submitting written notice 6 months or more prior to that calendar year's end. In this case, all fees due iPHA for members having joined or having renewed their membership with NYPH prior to the termination taking effect will be payable in full.
- 6.2.2 In the case of an infringement of the terms of this Affiliation Contract by one party, the other party retains the right to terminate the Affiliation, effective immediately. In this case, all fees due iPHA for members having joined or having renewed their membership with NYPH prior to the termination taking effect will be payable in full.
- 6.2.3 Should this Affiliation be terminated, all NYPH members will remain iPHA members under the standard, non-Affiliate, iPHA member conditions wherein annual fees must be received by iPHA in full before a term's end to ensure continued access to iPHA benefits. The right of said members to cancel their membership by giving written notice to iPHA at least 4 weeks before the membership term's end hereby remains unaffected.
- 6.2.4 Should NYPH act, at any time, in such a way as to preclude the possibility of further good faith cooperation, iPHA retains the right to terminate the Affiliation, effective immediately. In this case, all fees will be payable through the year's end. Both PHI's and iPHA's rights to damage claims remain unaffected.

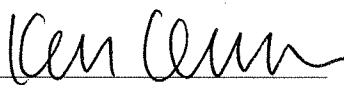
### **6.3 Jurisdiction**

- 6.2.1 All conflicts resulting from this Affiliation Contract are subject to German Civil Law (BGB). The place of performance and jurisdiction is Darmstadt, Germany.

## **§ 7 Agreement of the Parties**

---

(Date, Signature of iPHA representative)

DEC 12, 2011  , KEN LEVENSON  
PRESIDENT, NYPH

(Date, Signature of NYPH representative)





## Appendix 1 to the Affiliation Contract

### *Cost and Logistical Agreement*

This Cost and Logistical Agreement (as defined in § 2.3) outlines logistical and monetary agreements between iPHA and NYPH further to the Affiliation Contract setting out the conditions of their Affiliation.

#### **As per § 4.3.1**

NYPH agrees to register all members on the iPHA website within 3 weeks of this Affiliation Contract's entry into force and/or of a member's new registration. In order to do this, NYPH agrees to make individual links containing membership relevant information for each of their members in a form specified by iPHA. Using these links, each member will be registered by NYPH with iPHA on the iPHA website.

#### **As per § 4.3.1**

NYPH promises to keep iPHA continually informed of the current membership status including any cancellations or changes at least on a quarterly basis through the sharing of pertinent information in a format laid out by iPHA.

#### **As per § 4.3.3**

NYPH agrees to divert a portion of their annual membership fees as outlined in Appendix 3 of this contract (*NYPH Membership Fee Scale*) and as per the fee scale in Appendix 2 (*Fee Structure*). Payment will be due iPHA semi-annually (on 30 June and 31 December of each year) and must be accompanied by the completed invoice template provided by iPHA. In order to assist iPHA with costs already incurred by the technical setup of this affiliation, a one time fee of €55, equivalent to 1 hour of iPHA's programming expenditures, will be due with the first transaction. All bank fees are to be paid by NYPH in the case of payment via bank transfer. In the case of payment via Pay Pal, a 2% charge will be added to cover all Pay Pal fees paid by iPHA.

#### **As per § 5.1.6**

iPHA will provide non-monetary compensation for NYPH members having joined iPHA before this Affiliation Contract was in place in the form of a gift certificate for Passive House Institute/iPHA offerings such as the Passive House Institute's annual International Passive House Conference. Such gift certificates will be transferable to third parties; their amount will be based on the iPHA membership fee already paid and the length of iPHA membership previous to iPHA's official affiliation with NYPH.

## Appendix 2 to the Affiliation Contract

### Fee Structure

#### Definitions

<b>GDP p.c. (PPP)</b>	factor expressing GDP per capita on a purchasing power parity basis [in €]; source: CIA The World Factbook <a href="http://www.cia.gov/library/publications/the-world-factbook">www.cia.gov/library/publications/the-world-factbook</a>
<b>Standard fee</b>	one third of Affiliate membership fee, in EUR (year average conversion taken)
<b>Fee floor</b>	to be paid as opposed to the standard fee should the standard fee be lower than this limit for any membership group; $\text{Fee floor} = \frac{[(\text{German fee floor})(\text{Affiliate GDP by p.c PPP factor})]}{(\text{German GDP by p.c PPP factor})}$
<b>Fee ceiling</b>	to be paid as opposed to the standard fee should the standard fee be higher than this limit for any membership group; $\text{Fee ceiling} = \frac{[(\text{German fee ceiling})(\text{Affiliate GDP by p.c PPP factor})]}{(\text{German GDP by p.c PPP factor})}$
<b>Exchange rate</b>	Currency in question to EUR and vice versa; based on a 12 month average

All fees are payable in EUR; Exchange rates are based on a 12 month average (reference date: 1 July 2011; source: Oanda, <http://www.oanda.com/lang/de/currency/average/>)

Fee scales as well as exchange rates will be reviewed by iPHA once every 3 years (2011, 2014, 2017...) for each Affiliate unless large fluctuations occur during that interval necessitating an earlier review. Base floors and ceilings have been selected by iPHA according to the Germany's GDP p.c (PPP).

#### Fee floors and ceilings based on 2011 GDP by p.c. PPP

Base Country	GDP p.c. (PPP)	Base upper limit [€]	Base lower limit [€]
Germany	35.7	€950.00	€35.00
Country	GDP by p.c. PPP	Upper limit [€]	Lower limit [€]
Austria	44.4	€1,181.51	€43.53
Belgium	37.8	€1,005.88	€37.06
Bulgaria	13.5	€359.24	€13.24
Canada	39.4	€1,048.46	€38.63
Chile	15.4	€409.80	€15.10
Czech Republic	25.6	€681.23	€25.10
Denmark	36.6	€973.95	€35.88
Estonia	19.1	€508.26	€18.73
France	33.1	€880.81	€32.45



Country	GDP by p.c. PPP	Upper limit [€]	Lower limit [€]
Hungary	18.8	€500.28	€18.43
Iran	10.6	€282.07	€10.39
Ireland	37.3	€992.58	€36.57
Italy	30.5	€811.62	€29.90
Japan	34.0	€904.76	€33.33
Korea	30.0	€798.32	€29.41
Latvia	14.7	€391.18	€14.41
Lithuania	16.0	€425.77	€15.69
Netherlands	40.3	€1,072.41	€39.51
New Zealand	27.7	€737.11	€27.16
Norway	54.6	€1,452.94	€53.53
Poland	18.8	€500.28	€18.43
Russia	15.9	€423.11	€15.59
Slovakia	22.0	€585.43	€21.57
Spain	29.4	€782.35	€28.82
Sweden	39.1	€1,040.48	€38.33
Switzerland	42.6	€1,133.61	€41.76
UK	34.8	€926.05	€34.12
Ukraine	6.7	€178.29	€6.57
USA	47.2	€1,256.02	€46.27

Exchange rates for selected currencies (taken as year ave. Jul 2010 - Jul 2011)

Country	Currency Code	Currency to EUR	EUR to Currency
Canada	CAD	1.37	0.73
Chile	CLP	662.25	0.00
Denmark	DKK	7.46	0.13
Iran	IQD	1635.04	0.00
Japan	JPY	113.44	0.01
New Zealand	NZD	1.75	0.57
Norway	NOK	7.85	0.13
Sweden	SEK	9.13	0.11
United Kingdom	GBP	0.87	1.15
United States	USD	1.40	0.71

## Appendix 3 to the Affiliation Contract

### *NYPH Membership Fee Scale*

The portion of NYPH's membership fee diverted to iPHA as outlined in Appendix 2 (Fee Structure) is based on NYPH's current membership fee scale as shown below. Should NYPH's membership fees change, this fee scale will be updated and the portion diverted to iPHA will be adjusted accordingly.

Membership category	Annual membership fee
Professional members	\$150
Manufacturing members	\$250
Supporters*	\$40

*\* Supporters are not considered full NYPH members and are thus exempt from this Affiliation contract, i.e. their NYPH membership does not include iPHA membership and/or access to iPHA membership benefits, and their membership fees are excluded from the fee sharing agreement outlined in Appendix 2 of this contract. However, NYPH is to keep iPHA informed of the current status of their supporting membership along with their professional and manufacturing members.*