

International

PASSIVE HOUSE

Association



iPHA
International Passive House
Association

*The international network for
Passive House knowledge*

*Promoting the Passive House
Standard worldwide*

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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

NAPHN

450 Lexington Avenue #3717, New York, NY 10163-3717, USA

§ 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 NAPHN 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 NAPHN 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; the online, continually growing Passive House Resource in which a vast collection of scientifically sound, Passive House related 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), and/or which fulfils the international Passive House criteria as developed by PHI and as measured by the Passive House Planning Package (PHPP) energy balance tool. These criteria are documented and available on 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 as defined by the international criteria set out by the Passive House Institute. This includes but is *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 (PHPP) design tool (available on www.passivehouse.com) as well as components suitable for use in Passive Houses (including but not limited to Certified Passive House Components) are utilised both in the planning and implementation phases.

2.9 NAPHN Chapter

North American Passive House groups which are official regional branches of NAPHN. They do not have autonomy regarding legal agreements, fees and board

decisions as the central NAPHN headquarters and board make these administrative decisions for chapter members.

2.10 NAPHN Affiliate

North American Passive House groups which are officially attached to NAPHN, but retain autonomy regarding legal agreements, fees and board decisions.

§ 3 General principles

iPHA and NAPHN 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 related work and scientific findings in the public arena for peer review and critique, in particular on Passipedia so as to promote the advancement of 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 international criteria and principles set out by the PHI.
- 3.3.2 Ensuring that this definition is adopted by NAPHN chapters and their members.

- 3.3.3 Appropriately referring to Passive Houses and the components suitable for their construction as such as per the international Passive House criteria set out by the PHI.
- 3.3.4 Continuously striving to deepen and broaden awareness of and the body of knowledge surrounding the Passive House concept as well as its implementation.
- 3.3.5 Keeping abreast of the latest developments and knowledge in the Passive House field, as, for example, documented in Passipedia.
- 3.3.6 Working to motivate the uptake of energy efficient products and methods in line with the Passive House Standard.
- 3.3.7 Upholding the quality of the Passive House Standard worldwide through our work and communication.
- 3.3.8 Ensuring the general availability of information regarding the Passive House concept.
- 3.3.9 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 NAPHN's obligations to iPHA

NAPHN 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 and Tradesperson qualifications
- 4.1.3 Actively contribute to the dissemination of PHI related 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 country in which NAPHN is active, reviewing and posting high quality Passive House related 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 international Passive House Certification and encourage certifications carried out by PHI Accredited Building Certifiers as listed on the PHI website (www.passivehouse.com), irrespective of their nationality and relationship with NAPHN.
- 4.2.4 Monitor chapter and affiliate member use of the iPHA logo and Passive House name, Standard and definition and ensure their use aligns with PHI and iPHA principles and that only authorised members (chapter) are linking themselves to iPHA.

4.3 Interaction with iPHA

- 4.3.1 Ensure that all NAPHN members are aware of iPHA benefits.
- 4.3.2 Inform iPHA about new chapters and provide iPHA with a contact person before registering chapter members on the iPHA website.
- 4.3.3 Ensure direct communication with individual chapter members and chapter boards is possible by registering all chapter members and providing an up-to-date list of key contact persons.
- 4.3.4 Keep iPHA continually informed of the current membership status including any cancellations or changes through the sharing of pertinent

information in an electronic format as outlined in the attached Cost and Logistical Agreement

- 4.3.5 Should a NAPHN Affiliate become a NAPHN chapter, this contract will become applicable to their interaction with NAPHN and iPHA.
- 4.3.6 Register all NAPHN chapter individual members on the iPHA website in a timely manner (see Appendix 1 – Cost and Logistical Agreement). A minimum of 5 paying members must be registered on the iPHA website within 12 months of this Affiliation Contract's entry into force.
- 4.3.7 Avoid registering NAPHN affiliate members on the iPHA website
- 4.3.8 Prevent NAPHN affiliate use of the iPHA logo and/or iPHA benefits unless there is a standing contract between iPHA and the NAPHN Affiliate.
- 4.3.9 Divert a portion of the annual NAPHN chapter membership fees as per the attached Fee Scale to iPHA on a semi-annual basis
- 4.3.10 Recognise other iPHA Affiliates as equal partners and cooperate with them in line with the principles outlined in this Affiliation Contract
- 4.3.11 Discuss all strategic decisions with iPHA
- 4.3.12 Make NAPHN's affiliation with iPHA public and visible, especially by prominently placing a link to iPHA on the NAPHN website and communicating iPHA benefits to NAPHN members
- 4.3.13 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 NAPHN representative of NAPHN's choosing, so long as not prohibited from so doing by extenuating circumstances

§ 5 iPHA's obligations to NAPHN

iPHA hereby pledges to

5.1 iPHA's obligations

- 5.1.1 Accept all NAPHN members as iPHA members and present them in the iPHA member databank upon their free registration by NAPHN (as in § 4.3.1) on the iPHA website
- 5.1.2 Recognise NAPHN as an iPHA Affiliate Association and prominently make this known through the iPHA internet presence, especially to nationals of the country in which NAPHN operates
- 5.1.3 Discuss key strategic decisions that have the potential to influence NAPHN's operations, including but not limited to the acquisition of further Affiliate organisations within NAPHN's region of influence

- 5.1.4 Recognise all PHI certifications issued by NAPHN
- 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 NAPHN and other iPHA Affiliates
- 5.1.6 Provide non-monetary compensation as outlined in the attached Cost and Logistical Agreement for NAPHN members having joined iPHA before this Affiliation Contract was in place
- 5.1.7 Allow NAPHN 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 NAPHN's use of the iPHA Affiliate logo to  denote NAPHN's affiliate status
- 5.1.8 Provide NAPHN with three entry passes to the annual International Passive House Conference at the speaker rate.

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

6.1 Legal validity

- 6.1.1 This Affiliation Contract and thus NAPHN's official Affiliation with iPHA is open-ended and takes effect as of the date on which it is signed (§7).
- 6.1.2 The fee agreement is valid until December 31st 2019, at which time a new fee agreement must be negotiated and signed.

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 NAPHN 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 to iPHA for members having joined or having renewed their membership with NAPHN prior to the termination taking effect will be payable in full.

- 6.2.3 Should this Affiliation be terminated, all NAPHN 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 NAPHN 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

- 6.3.1 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)

 Feb. 21, 2018

(Date, Signature of NAPHN 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 NAPHN further to the Affiliation Contract setting out the conditions of their Affiliation.

As per § 4.3.1

NAPHN agrees to register all existing members on the iPHA website within 4 weeks of this Affiliation Contract's entry into force and all new members within 3 weeks of their registration. In order to do this, NAPHN 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 NAPHN with iPHA on the iPHA website. A minimum of 5 paying members must be registered on the iPHA website within 12 months of this Affiliation Contract's entry into force.

As per § 4.3.1

NAPHN promises to keep iPHA continually informed of the current membership status including any cancellations or changes at least on a semi-annual basis through the sharing of pertinent information in a format laid out by iPHA. A complete list of current NAPHN members and their membership status/category must also be visible online on NAPHN's website, along with a membership counter.

As per § 4.3.3

NAPHN agrees to divert a portion of their annual chapter membership fees as outlined in Appendix 3 of this contract (*NAPHN Membership Fee Scale*) and as per the fee scale in Appendix 2 (*Fee Structure*). Payment will be due iPHA upon this contract's entry into force and semi-annually thereafter (on 15 Feb for Jul – Dec of the previous year and on 15 Aug for Jan – Jun of the current year, or as otherwise specified by iPHA) and must be accompanied by the completed invoice template provided by iPHA. Late fees may apply. To assist iPHA with costs 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 NAPHN in the case of payment via bank transfer. In the case of payment via PayPal, a 5% charge will be added.

As per § 5.1.6

iPHA will provide non-monetary compensation for NAPHN 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 NAPHN.

Appendix 2 to the Affiliation Contract

Fee Structure

Definitions

GDP p.c. (PPP) factor expressing GDP per capita on a purchasing power parity basis [in €];
source: CIA The World Factbook
<https://www.cia.gov/library/publications/the-world-factbook/rankorder/2004rank.html>

Standard fee one third of Affiliate membership fee, in EUR (year average conversion taken)

Fee floor to be paid as opposed to the standard fee should the standard fee be lower than this limit for any membership group;

$$\text{Fee floor} = \frac{[(\text{German fee floor})(\text{Affiliate GDP by p.c PPP factor})]}{(\text{German GDP by p.c PPP factor})}$$

Fee ceiling to be paid as opposed to the standard fee should the standard fee be higher than this limit for any membership group;

$$\text{Fee ceiling} = \frac{[(\text{German fee ceiling})(\text{Affiliate GDP by p.c PPP factor})]}{(\text{German GDP by p.c PPP factor})}$$

All fees are payable in EUR.

Fee scales as well as exchange rates will be reviewed by iPHA once every 3 years 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 2014 GDP by p.c. PPP

Base Country	GDP p.c. (PPP)	Base upper limit [€]	Base lower limit [€]
Germany	39.5	€950.00	€35.00
Country	GDP by p.c. PPP	Upper limit [€]	Lower limit [€]
Australia	40.4	€971.65	€35.80
Austria	42.6	€1,024.56	€37.75
Belgium	37.8	€909.11	€33.49
Bulgaria	14.4	€346.33	€12.76
Canada	43.1	€1,036.58	€38.19
Chile	19.1	€459.37	€16.92
China	9.8	€235.70	€8.73
Czech Republic	26.3	€632.53	€23.30
Denmark	37.8	€909.11	€33.49
Estonia	22.4	€538.73	€19.85
France	35.7	€858.61	€31.63

Greece	23.6	€567.59	€20.91
Country	GDP by p.c. PPP	Upper limit [€]	Lower limit [€]
Hungary	19.8	€476.20	€17.54
Iran	12.8	€307.85	€11.34
Ireland	41.3	€993.29	€36.59
Italy	29.6	€711.90	€26.23
Japan	37.1	€892.28	€32.87
Korea	33.2	€798.48	€29.42
Latvia	19.1	€459.37	€16.92
Lithuania	22.9	€550.76	€20.29
Luxembourg	86.9	€2,090.00	€77.00
Netherlands	41.4	€995.70	€36.68
New Zealand	30.4	€731.14	€26.94
Norway	55.4	€1,332.41	€49.09
Poland	21.1	€507.47	€18.70
Portugal	22.9	€550.76	€20.29
Romania	14.4	€346.33	€12.76
Russia	18.1	€435.32	€16.04
Slovakia	24.7	€594.05	€21.89
Spain	30.1	€723.92	€26.67
Sweden	40.9	€983.67	€36.24
Switzerland	54.8	€1,317.97	€48.56
Turkey	15.3	€367.97	€13.56
UK	37.3	€897.09	€33.05
Ukraine	7.4	€177.97	€6.56
USA	52.8	€1,269.87	€46.78

Appendix 3 to the Affiliation Contract

NAPHN Membership Fee Scale

The portion of NAPHN's membership fee diverted to iPHA as outlined in Appendix 2 (Fee Structure) is based on NAPHN's current membership fee scale as shown below. Should NAPHN's membership fees change, this fee scale will be updated and the portion diverted to iPHA will be adjusted accordingly. Should an NAPHN Affiliate become an NAPHN chapter, these fees will apply to their members.

	Annual Membership Fee	Annual iPHA fee
Individual Member	\$150	\$55

**Instead of becoming an NAPHN chapter, regional Passive House groups may choose to become NAPHN Affiliates. In this case, they do not automatically gain iPHA membership or access to its benefits and NAPHN does not pay an iPHA fee for them. A separate agreement must be negotiated between iPHA and NAPHN Affiliates. If an NAPHN Affiliate has no contract with iPHA, their members may become members with iPHA directly. Without an iPHA contract or individual membership NAPHN Affiliates and their members may not use the iPHA Affiliate logo or any other iPHA member benefits.*