



# AHAM Verification Program Procedural Guide Part 2 Room Air Conditioners

Version 2.0



*Leadership > Knowledge > Innovation*

**Sponsor:**

Association of Home Appliance Manufacturers (AHAM)

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## FOREWORD

The Association of Home Appliance Manufacturers (AHAM) sponsors the Room Air Conditioners **Verification Program (Program or Verification Program)**. This Procedural Guide outlines the specific policies and procedures which applies to Room Air Conditioners **Verification Program** operated by AHAM. This Procedural Guide Part 2 should be used in conjunction with the AHAM Verification Program Procedural Guide Part 1 for All Major Appliance Verification Programs.

In order for products to be sold into the market in the United States, they must be compliant with applicable energy efficiency standards. The U.S. Department of Energy (DOE) requests the product's Cooling Capacity (in BTU's) and Combined Energy Efficiency Ratio (CEER) may be requested at the time of certification. Other programs, such as the voluntary ENERGY STAR program, a joint program of DOE and the US Environmental Protection Agency (EPA), administered by EPA, may require that **Manufacturers** obtain third-party **Qualification** of their products prior to distributing them into the marketplace

Product certification is the responsibility of the product **Manufacturer**. The AHAM **Program** is not a certification program – it does not test products prior to their entry into market and it does not submit certification compliance information to **Government Stakeholders** on behalf of the **Manufacturers**. The AHAM **Program** does not qualify products, in the same way that it does not certify products.

The ENERGY STAR program, as of January 1, 2011, requires that any Room Air Conditioners enrolled in the ENERGY STAR program be part of a third-party **Verification Program**. The selection process for AHAM is based on a sampling rate of 10% of each **Participant's Basic Models** with targeted selection requests by **Government Stakeholders** and the remaining selected randomly. The AHAM Room Air Conditioners **Verification Program** has been recognized as a Verification Administrator for ENERGY STAR.

Verification of a product's stated energy consumption is typically conducted through random selection and testing of products already on the market. The AHAM **Program** provides a uniform and commercially practical verification of Room Air Conditioner Cooling Capacity (Capacity) and Combined Energy Efficiency Ratio (CEER) values. The intent of this industry **Program** is to verify the claims for all Room Air Conditioner models are consistent with the claims values certified to the ENERGY STAR by a **Manufacturer** or **Private Brand Owner**. The **Program** cannot and will not enforce a product's compliance with energy efficiency standards or other voluntary program requirements.

Participation in the **Program** is voluntary. An independent EPA-recognized, ISO/IEC 17025 (latest edition) accredited third party test laboratory under contract to AHAM provides verification and challenge testing based on the EPA ENERGY STAR Product Specification for Room Air Conditioners version 4.1 and

DOE **Test Procedure** (10 C.F.R. Part 430, Subpart B, Appendix F), with additional specificity provided by approved interpretations consistent with the DOE **Test Procedure**.

To participate in this **Program**, a **Participant** must list with AHAM all ENERGY STAR qualified models in production consistent with EPA ENERGY STAR **Qualified Product List (QPL)** and meet the requirements of 16 CFR 305.11(a)(1), unless the models are outside the scope of the **Verification Program Test Procedure**.

The AHAM **License Agreement (Agreement)** is a contract between the **Participant** and AHAM and is the governing document for participation in this **Program**. This Procedural Guide is an extension of, and is incorporated into, the Agreement and provides for the administration and uniform execution of the **Program**. General information and procedural details are included in this Procedural Guide. AHAM's **Major Appliance Verification Steering Committee (MAVSC)**, with oversight from the AHAM **Legal Operations Advisory Council (LOAC)** as needed, and at their sole discretion, may revise the Procedural Guide if such revision is deemed necessary, or as requested by DOE and EPA.

**For additional information, contact:**

Association of Home Appliance Manufacturers  
1111 19th Street, NW  
Suite 402  
Washington, DC 20036  
Phone : 202-872-5955  
[www.aham.org](http://www.aham.org)

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*In all Instances the term, **Test Procedure** references the Procedure found at 10 CFR Part 430 Subpart B, Appendix F. In addition to the definitions found in AHAM **Verification Program** Procedural Guide Part 1, the following definitions apply:*

## **1. Definition of Terms**

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

All references to 10 CFR Part 430, Subpart B are amended to include Appendix F. This will be noted throughout the AHAM Verification Program Procedural Guide Part 2 as the **Test Procedure** Amendment. The texts of definitions from 10 C.F.R. 430.2 and Part 430, Subpart B shall apply.

### **1.19 PROGRAM**

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

The term AHAM **Verification Program** is replaced with AHAM Room Air Conditioner **Verification Program**.

### **1.25 PROGRAM YEAR**

The **Program** year for the AHAM Room Air Conditioner **Verification Program** is January 1 through December 31.

### **1.26 QUALIFICATION**

In addition to the **Test Procedure** Amendment referenced in Item 1, the text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

The term claims is replaced with Cooling Capacity (capacity) in BTU/hr and Combined Energy Efficiency Ratio (CEER).

### **1.33 TEST PROCEDURE**

The text of the AHAM Verification Program Procedural Guide Part 1 is replaced with the following:

Verification and challenge testing will be based on the EPA ENERGY STAR Product Specification for Room Air Conditioners V4.1 and DOE **Test Procedure**, 10 C.F.R. Part 430, Subpart B, Appendix F, any waivers issued by DOE, Letters of Instruction issued by the AHAM Verification Department, with additional specificity provided by approved interpretations originating with the DOE **Test Procedure**. All **Test Procedure** interpretation questions arising during the course of verification and challenge testing will be referred to DOE for an official response.

### **1.33.1 Test Method to validate Demand Response**

The Demand Response feature of a **Connected Model** shall be validated according to the applicable ENERGY STAR Test method to Validate Demand Response specified in the EPA ENERGY STAR Product Specification for Room Air Conditioners V4.1.

### **1.33.2 Validation of Connected functionality for Connected Allowance**

For Connected Models, compliance with Connected Functionality shall be validated according to the appropriate section(s) of the EPA ENERGY STAR Product Specification for Room Air Conditioners V4.1.

### **1.33.3 Validation of other required functionalities**

Compliance with other required functionalities such as Energy Saver Mode, Filter reminder and installation criteria shall be validated according to the appropriate section(s) of the EPA ENERGY STAR Product Specification for Room Air Conditioners V4.1.

## **1.36 VERIFICATION REQUIREMENTS**

Test results shall be evaluated to the requirements of Version 4.1 of the ENERGY STAR specification for Room Air Conditioners, which includes Connected Product Criteria.

## **2. Program Scope**

The text of the AHAM Verification Program Procedural Guide Part 1 is clarified as follows:

**REPORTED CLAIMS WILL BE COOLING CAPACITY (BTU/HR) AND COMBINED ENERGY EFFICIENCY RATIO (CEER)**

### **2.3 FACTORS VERIFIED**

The text of the AHAM Verification Program Procedural Guide Part 1 is clarified as follows:

The factors verified for ENERGY STAR Program requirements are Combined Energy Efficiency Ratio (CEER) and Capacity (Capacity) to determine Product Class.

### **2.5 ELIGIBLE MODELS**

The text of the AHAM Verification Program Procedural Guide Part 1 is amended to include the following:

The factors verified are Cooling Capacity (Capacity) in BTU/hour and Combined Energy Efficiency Ratio (CEER)

## **3. Program Requirements**

The text of the AHAM Verification Program Procedural Guide Part 1 applies.



## 4. Program Funding

The text of the AHAM Verification Program Procedural Guide Part 1 applies.

## 5. Verification Procedure

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

### 5.4 VERIFICATION AND EVALUATION METHOD

Per 1.35, the Version 4.1 ENERGY STAR Room Air Conditioners Specification – July 30, 2018 is the method that will be verified.

Combined Energy Efficiency Ratio (CEER) shall be greater than or equal to the Minimum CEER (CEERMIN) as calculated per Equation 1.

### 5.5 FINDING OF COMPLIANCE WITH ENERGY STAR REQUIREMENTS

When verification test results indicate that the verified rating (rounded per below) is less than or greater than 5 % of the ENERGY STAR requirement, verification is automatically established for the model tested and models within the same **Basic Model**.

These **Tolerances** are to allow for variations in testing that inevitably occur in any given laboratory facility, variations between laboratories, and variations in components. They are not to be used to rate a given model at values better than the expected average value of all **Units** from the assembly line.

#### 5.5.1 Combined Energy Efficiency Ratio (CEER).

The CEER measured for any production **Unit** shall not be less than 95.0% of the value required by the ENERGY STAR Product class.

*Informative Note: Based on 10 CFR 430.23 (f)(5), the combined energy efficiency ratio for room air conditioners, expressed in Btu's per watt-hour, shall be the quotient of:*

- (i) The cooling capacity in Btus per hour as determined in accordance with 5.1 of appendix F to this subpart multiplied by the representative average-use cycle of 750 hours of compressor operation per year, divided by
- (ii) The combined annual energy consumption as determined in accordance with paragraph (f)(4) of this section multiplied by a conversion factor of 1,000 to convert kilowatt-hours to watt-hours, the resulting quotient then being rounded off to the nearest 0.1 Btu per watt-hour.

## **5.6 NOTIFICATION OF VARIATION FROM CERTIFIED VALUES**

The intent of the industry is to assure that the Combined Energy Efficiency Ratio (CEER) and Cooling Capacity in BTU/hour for Units produced by each Participant is 100% of the certified rating.

### **5.6.1 Combined Energy Efficiency Ratio (CEER).**

The CEER of any production unit shall be not less than 95.0% of the value listed on ENERGY STAR QPL.

### **5.6.2 Cooling Capacity**

The cooling capacity of any production **Unit** shall be not less than 95.0% of the value listed on ENERGY STAR QPL.

### **5.6.3 AEC**

The Annual Energy Consumption calculated for any production **Unit** shall not be greater than 105.0% of the value listed on ENERGY STAR QPL.

### **5.6.4 Nameplate Data for Dual-Voltage Models**

Both voltages in volts must be shown on the nameplate with associated cooling amperes for each. It is not mandatory that the certified capacity rating appear for each voltage; however, when only one capacity rating is carried on the nameplate of a dual-voltage model, that rating must be the lower of the two certified values.

Participants are encouraged to voluntarily carry dual capacity ratings for on the nameplate of dual-frequency or voltage models.

### **5.6.5 Rating Built-In Models**

The Capacity and CEER ratings of built-in models shall be verified to the **Program** for a given set of grilles, cases, sleeves, etc. If more than one such combination is made available, ratings shall be verified for each combination.

### **5.6.6 Room Air Conditioners Designed for Use in Sleeves**

5.6.6.1 Room Air Conditioners with wrap-around sleeves (as provided by the Participant certifying the model) encasing the chassis must be tested and rated as stand-alone models.

5.6.6.2 Room Air Conditioners with chassis, which needs to be inserted in a wall sleeve, must be verified in a given sleeve (as provided by the Participant certifying the model). If such room air conditioner chassis is designed for use in

two different sleeves and use in each sleeve would result in a different verified rating, identification of each sleeve and appropriate rating must be submitted to the Program.

5.6.6.3 In each such case, identification of the appropriate equipment and resultant certified capacity and ampere ratings for each must appear on the Unit nameplate and on all advertising literature and any place else verified values appear for each pertinent room air conditioner chassis.

5.6.6.4 This provision applies only to room air conditioners specifically designed for installation with one or more optional wall sleeves as provided by the Participant certifying the model, and does not apply to possible installation by contractors and placed in building with existing sleeves, or models promoted for use in other Manufacturer's sleeves.

#### **5.6.7 Testing of Combination Heating/Cooling Models**

First sample **Units** of combination cooling/heating models shall be tested for cooling mode operation only.

Note: The Program Laboratory will conduct tests and evaluate test data within the framework of the Standard, License Agreement, and this Procedural Guide. It is the responsibility of each Participant to rate Units in accordance with these documents and applicable government regulations

The potential variation with the reported certified ratings for Cooling Capacity (Capacity) in BTU/hour and Combined Energy Efficiency Ratio (CEER) are included on the test report. The test report is sent to the Participant and AHAM.

#### **5.7 FINDING OF NON- COMPLIANCE WITH ENERGY STAR**

For a potential non-compliance, see clause 5.7 of AHAM Verification Program Procedural Guide Part 1.

### **6. Challenge Procedure**

The text of the AHAM Verification Program Procedural Guide Part 1 applies with the clarification that the claims are Cooling Capacity and Combined Energy Efficiency Ratio (CEER) as appropriate to the challenge.

### **7. Proper Use of the Verification Claims**

The text of the AHAM Verification Program Procedural Guide Part 1 is applicable.

**APPENDIX A: AHAM ROOM AIR CONDITIONER VERIFICATION 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 State of Illinois, 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, The U.S. Department of Energy (DOE) has promulgated a Test Procedure for determining certain performance characteristics for Room Air Conditioner in the USA;

WHEREAS, Licensor is the sponsor of a Verification Program in the USA (Verification Program or Program) in support of the acceptance and use of that standard and the procedures set forth in the Procedural Guide (s), 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 Verification 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 (s) developed by AHAM for the implementation of the Verification 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 Verification Program. This product council/committee shall meet periodically with AHAM staff for communication, advice and counsel on the operation of the Verification Program, and shall determine all policy for the Verification Program.

A.4. Shall abide by the following Verification Program Payment Policy: For verification 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 it 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 (s) is an extension of this License Agreement, provides all necessary details for participation in the Verification Program and is incorporated by reference into this Agreement. Agree that Licensor has the right in its sole discretion to make changes to any aspect of the Procedural Guide (s) and Licensee will be bound by those changes. Revisions to procedures which become effective before the Procedural Guide (s) is reprinted will be outlined in Letters of Instruction from Licensor to Licensees; such letters will automatically amend the Procedural Guide (s) 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 (s) 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 Licensor on forms provided by that

laboratory (see the Procedural Guide (s) shall not be treated as confidential by either the laboratory or Licensor.

B.6 Except as provided in this paragraph, Licensee agrees to indemnify and hold harmless AHAM, its board of directors, officers and employees, their successors and assigns, for and from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including reasonable attorney's fees), of any kind or nature, whether at law or in equity, arising out of or in connection with the Licensee's participation in the AHAM Room Air Conditioner Verification Program (including, but not limited to, a Licensee's conduct constituting a breach of this agreement and license), and/or the manufacture, design, information for use, warranties and representations, and use of Licensee's Room Air Conditioners. No claim for indemnity under this paragraph shall be effective until Licensee has received from AHAM written notice of the claim for which AHAM believes it is entitled to indemnification hereunder. Licensee shall promptly reimburse AHAM for all costs and expenses incurred in defending AHAM against any such claims, demands, causes of action, or liability, including, but not limited to, attorney's fees. This indemnification shall survive termination of this agreement and license.

AHAM affirmatively disclaims any obligation to indemnify or hold harmless the Licensee from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including attorney's fees), of any kind or nature, whether at law or in equity, arising out of or in connection with any claims asserting infringement of a third party's trademark. In the event a third party files a claim against the Licensee asserting infringement of a third party's trademark, Licensee is required to provide AHAM with written notice of the claim within 14 days. AHAM will consider, in good faith but without obligation and in its sole discretion, whether it is appropriate to assist, intervene, indemnify or take any action with respect to the reported claim.

B.7. Licensee acknowledges that it is responsible for compliance with laws or other requirements relating to the products and ratings under this program and shall indemnify and hold harmless Licensor for any violations of such laws or requirements

B.8. The interpretation of this Agreement and the parties' performance there under shall be governed by the laws of the District of Columbia.

B.9. In the event that any part or parts of this Agreement and/or the Procedural Guide (s) 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.10. This Agreement, being the final and complete understanding between the above parties, supersedes and nullifies all prior agreements.

**Room Air Conditioner Verification Program  
LICENSE AGREEMENT**

To be signed by AHAM President:

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (Licensor)

Signed by:

\_\_\_\_\_  
Joseph M. McGuire, AHAM President & CEO

Date:

\_\_\_\_\_

To be completed by Licensee:

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

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

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

The undersigned hereby certify and state, on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Licensee) that the ratings of Cooling Capacity and Combined Energy Efficiency Ratio (CEER) for Room Air Conditioner models submitted for Verification under the foregoing program by said Licensee are accurately determined and stated in accordance with the DOE Test Procedure (10 CFR Part 430, Subpart B, Appendix F), with additional specificity provided by approved interpretations consistent with the DOE Test Procedure.

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 TECHNICAL ISSUES

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

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

### PRIMARY CONTACT FOR INVOICING/BILLING/PAYMENT

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

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

**SECONDARY CONTACT FOR ADMINISTRATIVE ISSUES**

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

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

**SECONDARY CONTACT FOR INVOICING/BILLING/PAYMENT**

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

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

**APPENDIX B: AHAM ROOM AIR CONDITIONERS VERIFICATION PROGRAM  
CHALLENGE REQUEST FORM**

<b>Date of Request:</b>	
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<b>Brand Name:</b>		<b>Model Number:</b>	
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<b>Manufactured By:</b>		<b>Manufactured For:</b>	
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<b>for Challenge (check all that apply):</b>		<b>Required Information for Submittal</b>
<b>Cooling Capacity</b>		Reason for challenge Test data or calculations to support challenge
<b>CEER</b>		Reason for challenge Test data or calculations to support challenge

<b>Participant Approval</b>	
<b>AHAM Approval</b>	
<b>Laboratory Approval</b>	

## APPENDIX C: EXAMPLE PROGRAM PRODUCTION SURVEY

### CONFIDENTIAL

#### AHAM ROOM AIR CONDITIONER PROGRAM PRODUCTION SURVEY

**TO:** Room Air Conditioner Verification Program Participants  
**FROM:** Randy Cooper, Vice President, Technical Operations & Standards  
**CA:** Charles Samuels  
**RE:** **CERTIFIED PRODUCTION SURVEY**  
**ACTIONS** (1) Confirm receipt to AHAM ([amartin@aham.org](mailto:amartin@aham.org)) upon delivery.  
**REQUESTED:** (2) Complete and return to AHAM ([accounting@aham.org](mailto:accounting@aham.org))

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The AHAM Room Air Conditioner Verification Program requires that participants in the program complete a Certified Production Survey annually so that testing and participation fees for the upcoming calendar year (2020) can be accurately determined. **The information provided in the survey is kept confidential within AHAM.**

Attached is a survey sheet to be completed with your actual certified sales volume and number of ENERGY STAR® qualified Basic Models of Room Air Conditioners for the twelve-month period of July 1, 2018 through June 30, 2019. Participants will be required to pay the initial estimated testing fees at the beginning of each program year. Participation fees will be invoiced quarterly during the calendar year based on the fees shown on the attached survey form.

Please note that Officer Verification is required to verify all figures reported to AHAM Verification Programs for accuracy and completeness.

As indicated on the INSTRUCTIONS sheet (page 2), please:

1. Confirm receipt of this form to Angela Martin ([amartin@aham.org](mailto:amartin@aham.org)) upon delivery; and
2. Complete and return the enclosed confidential survey and Officer Verification (pages 4 - 6) by **July 31, 2019** to AHAM's Accounting Department at [Accounting@aham.org](mailto:Accounting@aham.org).

***The Production Surveys are due within thirty (30) business days from the date it was sent to the Participant or as agreed to with the Participant.***

If you believe that the survey should be directed to someone else within your organization, please forward the survey to that individual and immediately notify Angela Martin via e-mail at [amartin@aham.org](mailto:amartin@aham.org). Thank you for your cooperation.

## **INSTRUCTIONS**

1. Confirm receipt of this production survey to Angela Martin via e-mail at [amartin@aham.org](mailto:amartin@aham.org) upon receipt.
2. Review instructions and guidelines.
3. Fill out the Production Survey Form as described on the form.
4. Update the Company contact information
5. Update the "Send invoices to" information.
6. Have an officer execute the Officer Verification Form.
7. Return Production Survey Form and Officer Verification Form by **July 31, 2019** to:

E-MAIL: [accounting@aham.org](mailto:accounting@aham.org) (scan and send)

AHAM Accounting Department  
Association of Home Appliance Manufacturers  
1111 19<sup>th</sup> Street NW Suite 402  
Washington, DC 20036  
FAX: (202) 872-9354

## **GUIDELINES FOR SOURCED MODEL PRODUCT REPORTING**

Please use the following guidelines to determine which entity involved in a sourcing agreement is responsible for reporting and ensuring payment of the verification program fees.

1. All models in production consistent with EPA ENERGY STAR QPL, by a Participant of an AHAM Verification Program are to be included in the Program, regardless of the Original Equipment Manufacturer.
2. If a Participant buys product from another Participant, the manufacturing Participant is responsible for the resulting Program fees and must include the sourced models in its own production figures.
3. If a Participant buys product from a non-Participant, the Participant is responsible for the resulting Program fees and must therefore include the sourced models in its product figures (i.e., count sourced models as their own production).
4. A retailer who is a private brand owner and purchases models from both Participant and non-Participant manufacturers may be a Program Participant. Such a Participant must claim the models manufactured by a non-Participant as its production and will be responsible for all fees associated with these models.
5. In the case of an alternative arrangement (i.e., purchasing Participant agrees to pay the Program fees), the purchasing Participant has the ultimate responsibility of ensuring the sourced product production data is properly reported and Program fees are paid.
6. ENERGY STAR qualified models sourced from OEM's that are not Licensees of the AHAM Program must be included in the Participants Model Submission Form.

## **APPENDIX D: Applicable Letter of Instructions (LOI's)**

The below LOI's are applicable to testing of Room Air Conditioners:

1. LOI # 19 EPA Selection Tree – COVID-19 (92803)