



AMCA International
Air Movement and Control Association International Inc.
The International Authority on Air System Components Since 1917

30 West University Dr.
Arlington Heights, IL 60004 USA
+1 (847) 394-0150
communications@amca.org
www.amca.org

AMCA International Affiliate Program Application

Explanation of and Agreement to Conditions of Affiliate Program

We hereby submit company information prior to our formal request for a license from the Air Movement and Control Association International Inc. and agree to comply with all provisions or other rules and regulations associated with the applicable program under which we become licensed. We further understand that an affiliate (also sometimes referred to as a CRP affiliate) is not a member, does not pay dues and is not allowed to use the AMCA International logo. We understand that an AMCA affiliate is obligated for the following:

1. A three-year pre-payment of fees and minimum assessments must be paid before testing may commence. An invoice in the amount of \$50,400 will be issued within seven days of the receipt of this agreement. Invoice must be paid within 30 days or agreement is null.
2. Product to be tested must be received at one of AMCA's labs within 90 days of the date of this agreement. If product is not received within 90 days, agreement for pending CRP affiliate is withdrawn. Pre-payment less one-third is refunded.
3. Certification must be completed within one year of date of this agreement. If product certification is not finalized within 12 months of date of this agreement, agreement for pending CRP affiliate is terminated and prepayment less two-thirds is refunded.
4. Future assessments after the initial three-year period will be based on actual sales of certified product. This is currently computed as $0.00396 \times$ the dollar value of all AMCA Certified Ratings Program or other licensed product sales and subject to change.
 - The current minimum assessment is \$8,800 annually, subject to change.
 - The current maximum assessments are \$55,000 annually, subject to change.
5. We understand that charges will be made for data checking and product testing according to the non-member rates in effect at the time of testing. Estimated testing fees must be prepaid before testing will commence. Actual fees will be invoiced less payments received and any balance must be paid before the test results will be released.

We affirm the information contained in this agreement is correct. We understand that if the information is misrepresented, it could result in a loss of our license.

Company Name: _____

Signature: _____

- If you typed your name instead of inserting a signature, check this box to indicate that your typed name above is acceptable as your signature.

Name: _____

Title: _____

Date: _____

Only a complete agreement will allow the company to be considered for affiliate status

To process your agreement for AMCA international affiliate status, the following information is required. Any forms to be completed are included in this packet.

1. Completed AMCA International personnel contact list
2. Signed code of ethics form
3. Signed nondisclosure agreement
4. Your company's completed 2018 annual report of sales
5. Evidence of financial responsibility (financial statement or other)

NOTE: The company financial information will not be disclosed without your prior written permission

6. Completed license agreement
7. A brief history of your company (one or two paragraphs, completed here)

8. A picture and very brief biography of the AMCA designated contact of your company
9. One set of catalogs illustrating all the air movement, air control, airflow measurement station and/or acoustic attenuation products manufactured or sold.

10. Answers to the following questions:

- Have you ever applied for affiliate status or AMCA membership before?
 Yes No
- Do you have any affiliation with a current AMCA International member?
 Yes No
- Do you manufacture product under AMCA International's scope of products?
 Yes No

AMCA International Personnel Contact List

Completion of this form will help us direct correspondence to the correct person at your company. If there are changes in personnel, please email cstone@amca.org.

Company Information

Company Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Country: _____ Phone Number: _____ Fax Number: _____

Email: _____ Company Website: _____ Number of Employees: _____

Name & Title of CEO/President: _____

Designated Contact

Surname: _____ Given Name: _____

Title: _____ Email Address: _____

Billing Representative

Surname: _____ Given Name: _____

Title: _____ Email Address: _____

Accounts Payable

Surname: _____ Given Name: _____

Title: _____ Email Address: _____

Licensing Representative

Surname: _____ Given Name: _____

Title: _____ Email Address: _____

Laboratory Test Contact

Surname: _____ Given Name: _____

Title: _____ Email Address: _____



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Code of Ethics for the Air Movement and Control Association International Inc.

Adopted February 10, 1960

This Code of Ethics is subscribed to and enacted for the ethical practice of the Members/CRP Affiliates of the Air Movement and Control Association International, Inc. to the end that the business of the industry may be conducted in a straightforward, fair and equitable manner to benefit designers, architects, engineers, contractors, purchasers, and AMCA International Members/CRP Affiliates alike. The purposes of the Code of Ethics are to encourage the improvement of the quality of the products of the industry, the business conduct of the Members/CRP Affiliates, and for the Members/CRP Affiliates to abide by self-imposed rules of good business conduct of mutual benefit to the public and to themselves.

To accomplish this, we as Members/CRP Affiliates of the Air Movement and Control Association International, Incorporated shall make every effort to ensure that:

1. All representations made to a purchaser or user through advertising, catalogs, or other media are factual and properly descriptive of the performance of the products so advertised and sold.
2. Any guarantees or warranties made in connection with such products are clearly presented, fair to the purchaser or user.
3. When it is necessary to substitute products for those designated, the seller will accurately represent its products and take steps to ensure that there is no confusion between products specified and products delivered.
4. Only those products which actually comply with established test specifications, standards, or codes, in all respects can be identified or labeled as conforming thereto.
5. No efforts are made to knowingly induce or attempt to induce the breach of existing lawful contracts between competitors and their customers or their suppliers or defame competitors by falsely impugning their conduct, ability to perform contracts, credit standing, or quality and performance of products.

6. The hiring or offering of employment to employees of competitors is done in good faith and not for the purpose of injuring, destroying, or preventing competition.
7. Participation and cooperation engaged in with other Members/CRP Affiliates is for the good of the industry, that decisions are arrived at independently, and not from any plan, common course of action, agreement, combination or conspiracy to fix or maintain the pricing of products, allocation of markets, restriction of competition or otherwise to violate the antitrust laws of any government, except as allowed by law or government policy.

Company Name: _____

Signature: _____

- If you typed your name instead of inserting a signature, check this box to indicate that your typed name above is acceptable as your signature.

Name: _____

Title: _____

Date: _____



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Nondisclosure Agreement

THIS AGREEMENT is entered into by and between the Air Movement and Control Association International, Inc with its principal offices at 30 W. University Drive, Arlington Heights, IL 60047 USA (“AMCA”) and _____, located at _____ (“Disclosing Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. This Agreement shall have an effective date of _____. AMCA and Disclosing Party are currently engaged in discussions concerning Disclosing Party becoming an AMCA member company. In connection with such discussions, Disclosing Party may disclose confidential or proprietary information relating to its business operations to AMCA. Disclosing Party will continue to furnish confidential or proprietary information to AMCA in the event it becomes a member company. Pursuant to this Agreement, AMCA agrees that it shall hold as confidential all individual company data provided by Disclosing Party, and to not disclose such information to any individual or other entity absent Disclosing Party’s prior written approval. In consideration for this undertaking to hold such information as confidential, Disclosing Party agrees to supply such information to AMCA for the purposes set forth herein.

- 1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If any information is provided by Disclosing Party to AMCA verbally, Disclosing Party shall state whether such information is to be treated as Confidential under this Agreement.
- 2. AMCA’s Obligations With Respect to Confidential Information.** AMCA shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. AMCA shall also carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. AMCA shall only use Disclosing Party’s Confidential Information for purposes of advancing AMCA’s mission and in connection with certain programs made available to AMCA member companies (as set forth in Section 3 below). AMCA shall not use Disclosing Party’s Confidential Information for other purposes, nor shall it disclose such information to any third party, absent the prior written approval of Disclosing Party. AMCA shall destroy or return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.
- 3. AMCA Member Programs.** The parties acknowledge and agree that AMCA manages several programs on behalf of its member companies that entail the disclosure of Confidential Information by member companies to AMCA. These member programs include (a) Assessments Calculation/Annual Report of Sales, (b) AMCA Statistical Program, (c) AMCA Certified Ratings Program, and (d) AMCA Lab Accreditation Program. AMCA shall be entitled under this Agreement to use Disclosing Party’s Confidential Information in connection with these programs if the Disclosing Party becomes engaged in those programs.

4. **Disposal of Confidential Information Pertaining to AMCA Statistical Program.** In the event that Disclosing Party elects to participate in AMCA's Statistical Program, the parties agree that Disaggregated Confidential Information of the Disclosing Party will be held at AMCA for no more than 24 months, which is AMCA's policy regarding all member market statistical information. All Confidential Information disclosed to AMCA will be destroyed after aggregated markets and employment are determined.

5. **Nondisclosure of Confidential Information.** AMCA agrees not to use Disclosing Party's Confidential Information for any use other than in the furtherance of AMCA's mission and in connection with the programs identified above. AMCA will not disclose the Disclosing Party's Confidential Information to any third parties or to any AMCA employees other than employees identified in Section 2 above, or the successors of such employees, who are required to have the information in order to fulfill their work responsibilities. AMCA agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that AMCA utilizes to protect its own confidential Information of a similar nature.

AMCA agrees to promptly notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information which may come to AMCA's attention.

6. **Term.** This Agreement shall remain in effect so long as Disclosing Party is engaged in discussions with AMCA pertaining to membership and/or while Disclosing Party is an AMCA member company. AMCA's obligations of confidentiality and non-disclosure shall survive the termination of this Agreement.

7. **Miscellaneous.** This Agreement shall be binding upon the parties hereto, including any successors in interest. The failure to enforce any provision of this Agreement by AMCA or Disclosing Party shall not constitute a waiver of any term hereof by such party.

8. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois and shall be binding upon the parties to this Agreement in the United States and worldwide. The federal and state courts within the State of Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement and the parties hereto consent to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, this Nondisclosure Agreement is executed as of the date written below.

Air Movement and Control Association
International Inc.

Company

Company



Signature

Signature

If you typed your name instead of physically signing or using an Adobe verified signature, check here to confirm your typed name serves as your signature.

Mark Stevens

Print Name

Print Name

Executive Director

Title

Title

Date

Date



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AMCA International 2018 Annual Report of Sales

This form is required pursuant to Article X, Section 2, of the AMCA bylaws.

SECTION 1: Products Under AMCA's Scope

Please check all of the products your company manufactures. Include both AMCA-certified and non-certified products.

Air-Movement Products

- | | | |
|---|--|---|
| <input type="checkbox"/> Agricultural fans | <input type="checkbox"/> Evaporative coolers | <input type="checkbox"/> Range hoods (non-residential) |
| <input type="checkbox"/> Air-curtain units | <input type="checkbox"/> Industrial and power-generation fans | <input type="checkbox"/> Downdraft fans |
| <input type="checkbox"/> Air handlers | <input type="checkbox"/> Induced-flow fans | <input type="checkbox"/> SWSI and DWDI centrifugal fans |
| <input type="checkbox"/> Central-station air-handling units | <input type="checkbox"/> Kitchen fans (non-residential) | <input type="checkbox"/> Cabinet fans |
| <input type="checkbox"/> Axial fans | <input type="checkbox"/> Mixed-flow fans | <input type="checkbox"/> Mechanical draft fans |
| <input type="checkbox"/> Tubeaxial fans | <input type="checkbox"/> Power roof and wall ventilators | <input type="checkbox"/> Package fan units (utility sets) |
| <input type="checkbox"/> Vaneaxial fans | <input type="checkbox"/> Power attic ventilators | <input type="checkbox"/> Pressure blowers (turbo blowers) |
| <input type="checkbox"/> Jet-tunnel fans | <input type="checkbox"/> Smoke-management fans | <input type="checkbox"/> Plenum fans |
| <input type="checkbox"/> Ceiling exhaust fans | <input type="checkbox"/> Propeller fans | <input type="checkbox"/> Makeup-air units |
| <input type="checkbox"/> Bath fans | <input type="checkbox"/> Positive-pressure ventilators | <input type="checkbox"/> High-pressure fans |
| <input type="checkbox"/> Circulating fans | <input type="checkbox"/> Fan impellers | <input type="checkbox"/> Cast-iron volume fans |
| <input type="checkbox"/> Large-diameter ceiling fans >7 ft | <input type="checkbox"/> Check this box if you also have design control over fan impellers | <input type="checkbox"/> Inline fans |
| <input type="checkbox"/> Energy-recovery ventilators | | <input type="checkbox"/> Power-generation fans |
| <input type="checkbox"/> Heat-recovery ventilators | | <input type="checkbox"/> Tubular centrifugal fans |

Air-Control, Acoustic, and Measurement Products

- | | | |
|---|---|---|
| <input type="checkbox"/> Acoustical duct silencers | <input type="checkbox"/> Spiral duct | (Dampers continued) |
| <input type="checkbox"/> Airflow-measurement stations | <input type="checkbox"/> Dampers | <input type="checkbox"/> Guillotine dampers |
| <input type="checkbox"/> Gravity roof ventilators | <input type="checkbox"/> Backdraft dampers (shutters) | <input type="checkbox"/> Heavy dampers |
| <input type="checkbox"/> Fixed and adjustable louvers | <input type="checkbox"/> Ceiling dampers | <input type="checkbox"/> Isolation dampers |
| <input type="checkbox"/> Penthouses | <input type="checkbox"/> Fire and smoke dampers | <input type="checkbox"/> Volume-control dampers |
| <input type="checkbox"/> Static ventilating devices (non-residential) | <input type="checkbox"/> Flue-gas dampers (non-residential) | |

SECTION 2: Revenue From Sales

Please indicate the sales value of all products under AMCA’s scope (both AMCA-certified and non-certified) shipped from your company during the calendar year ending December 31, 2018. In the case of bath fans, kitchen fans, and range hoods, only commercial models and/or AMCA-certified residential models need to be reported. Also, please note that air-handler fans, louvers, and dampers now are considered part of AMCA’s scope for assessment purposes, so please include an estimated sales value of these products in your reporting. For air handlers, please do not report the entire value of the air handler; report only the fan, louver, or damper portion of the sale.

Total revenue from all AMCA-scope product shipments: _____ US\$ _____ other currency

SECTION 3: Company Information

Please indicate the name and location of the company responding to the survey. Please list the names and locations of all subsidiaries that hold AMCA membership separately using an additional form.

Member Company

Location

SECTION 4: Respondent Information

AMCA requires that this form be signed by either the chief executive officer (CEO) or chief financial officer (CFO) of your company. AMCA certifies that the above information will be kept confidential and will not be disclosed to anyone without the express written permission of the reporting company.

The information provided herein is attested to by the company’s CEO or CFO

Name: _____

Signature: _____

Date: _____

E-mail Address: _____