

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

## **Application for AMCA Full Membership**

**Full Membership (worldwide)** — A full member pays dues plus assessments based upon its North American sales of AMCA scope products for its company and any joint members. A full member is entitled to one vote on issues affecting AMCA, as defined in the AMCA bylaws.

**Agreement:** We hereby apply for full membership in the Air Movement and Control Association (AMCA) International Inc. and, if elected, agree to comply with the association's code of ethics, bylaws, rules and regulations and such amendments thereto which hereafter may be adopted.

We further agree to furnish qualified representatives to participate in the association's activities and, if required, submit evidence that we are experienced, technically qualified, financially responsible, and able and willing to promote the objectives of the association.

We further agree that if we decide to resign from AMCA International membership, we shall give notice in writing and shall be responsible for the payment of dues and regular assessments for the two quarters following receipt of the resignation letter. Resignations are not effective until they have been accepted by the AMCA International Board of Directors.

We are engaged in the design, fabrication, assembly and sale of devices within the product scope of one or more AMCA divisions as part of our regular product offerings. This application is not driven by our need to certify a single product manufactured solely to meet the requirements of an individual job not offered to the public on a regular basis.

We agree to pay dues and assessments for the current fiscal year, prorated from the date of admission to membership to the end of the fiscal year (June 30.) We understand that an invoice will be sent after membership approval.

Comp	pany: Date:
Name	:: Title:
Signa	ture:
To	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.  have your application processed, complete the following steps. Only a complete application
	be considered.
1. 2. 3. 4. 5.	Completed AMCA International personnel contact list Signed code of ethics form Signed nondisclosure agreement Completed 2017 annual report of sales, including all joint member reports Evidence of financial responsibility (financial statement or other) NOTE: The company financial information will not be disclosed without your prior written permission Completed license agreement A brief history of your company (one or two paragraphs, including global company relationship with joint companies, competed here)
8. 9.	A picture and very brief biography of the parent company's AMCA voting representative  One set of catalogs illustrating all the air movement, air control, airflow measurement station and/or acoustic attenuation products manufactured or sold  Answers to the following questions:  • Have you ever applied for affiliate status or AMCA membership before?  O Yes O No  • Do you have any affiliation with a current AMCA International member?  O Yes O No

Do you o	manufacture product under AMCA International's scope of products?  O No
	plan to participate in AMCA's Certified Ratings Program?
	plan to participate in the AMCA Statistical Program?
How did	I you hear about AMCA International?
What at	tracted you to join AMCAInternational?
-	

Note: AMCA International may require a site visit of manufacturer's factory location in order to process your application.

## **AMCA Membership Price List**

TYPE OF MEMBERSHIP	DUES/FEES	ASSESSMENT	LICENSE FEE	MINIMUM ASSESSMENT	MAXIMUM ASSESSMENT
FULL MEMBER (In North America)	\$4,500 per year	0.00099 x the combined value of all worldwide sales within AMCA scope (waived for first year)	Included in assessments	\$2,200 per year	\$55,000 per year
FULL MEMBER (Outside North America)	Outside North \$4,500 per year of all worldwide sales included in within AMCA scope assessments		\$2,200 per year	\$2,500 per year	
JOINT MEMBER (Worldwide)	\$4,500 per year	Paid by full member company	Included in assessments	Assessment of full plus all joint member is capped at \$55,000 per year	
GLOBAL MEMBER (Worldwide)	\$4,500 per year for each full and joint member company	Paid by full member company	Included in assessments	Sum of dues and assessments for glo member group is capped at \$90,000 year	
ASSOCIATE	\$2,500				
AFFILIATE (Certified \$8,000 (Three years in advance required) Program)		0.0039 x the value of worldwide sales of licensed products	Included in assessments	\$8,800 per year (Three years in advance required)	\$55,000 per year

AMCA dues, fees and assessments, plus any local taxes, tariffs and transmittal fees that may apply, including any fee that may relate to the transfer of funds, are the sole responsibility of the member, or company.

Annual Dues, Fees, and Assessments — Effective July 1, 2018

DUES AND FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

### **AMCA International Personnel Contact List**

Please complete this contact list for the **full member** company.

Completion of this form will help us direct correspondence to the correct person at your company. If there are changes in personnel, please email <a href="mailto:membership@amca.org">membership@amca.org</a>.

Company Information	on		
Company Name:			
Address:	City:	State:	Zip Code:
Country:	Phone Number:	Fax Nu	umber:
Email:	Company Website:	Nui	mber of Employees:
Name & Title of CEO	/President:		
manufacturer's factor	different from above) — AMCA Interry location in order to process your ap	plication.	
Address:	City:	State:	Zip Code:
Country:	Phone Number:		Email:
International as an or has approved the me	ve (One only) — Members are entitle ganization and one vote on issues af mber for membership  Given Name:	fecting divisions in	which the board of directors
Title:	Email Address:		

Alternate Voting Repres	entative (One only) — if the voting representative is unav	vailable
Surname:	Given Name:	
Title:	Email Address:	
	- Receives invoices for dues and assessments	
Surname:	Given Name:	
Title:	Email Address:	
Accounts Payable Conta	act	
Surname:	Given Name:	
Title:	Email Address:	
Engineering Representa	tive	
Surname:	Given Name:	
Title:	Email Address:	
Licensing Representativ	ve	
Surname:	Given Name:	
Title:	Email Address:	
Laboratory Test Contact		
Surname:	Given Name:	
Title:	Email Address:	

## **Marketing Representative** Surname: \_\_\_\_\_ Given Name: \_\_\_\_ Title: \_\_\_\_\_Email Address: \_\_\_\_\_ Statistics to AMCA Representative (One only) — Sends statistical data to AMCA International. At the present time, the AMCA Statistical Program is only available to North American members. Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_ Title: \_\_\_\_\_ Email Address: \_\_\_\_\_ Statistics from AMCA Representative (One only) — Receives statistical report from AMCA International. Surname: \_\_\_\_\_ Given Name: \_\_\_\_ Title: \_\_\_\_\_Email Address: \_\_\_\_\_ **Traffic Representatives**

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:

- 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.
- 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	Nam	9:
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 AGREEM	ENT is ente	ered into	by and be	tween th	e Air	Move	ement and	d Co	ntrol Associa	ation
Interna	tional, Inc (AMCA	۹) with its p	rincipal	offices at 3	0 W. Uni	versit	y Driv	ve, Arlingt	on H	leights, IL 60	047
USA	("Disclosing	Party")	and						,	located	at
			(	"Receiving	Party")	for	the	purpose	of	preventing	the
unauth	orized disclosure	of Confider	ntial Info	ormation as	defined	below	ı. Th	e parties	agre	e to enter in	ito a
confide	ential relationship	with respec	t to the	disclosure	of certair	n prop	orieta	ry and Co	nfide	ential Informa	ation
("Confi	dential Information	on"). This	agreem	ent shall ha	ave an e	effectiv	ve da	ate of			
Pursua	int to this Agreem	ent, AMCA	agrees	that it shall	hold as c	onfid	ential	all individ	dual o	company dat	a as
provide	ed by individual m	anufacturers	s of AM0	CA scope pr	oducts, a	and to	not c	lisclose su	ıch ir	nformation to	any
individu	ual or other entit	y absent th	e writte	n approval	of the co	ompa	ny th	at supplie	d th	e informatior	n. In
conside	eration for this un	dertaking to	hold su	ch informat	ion as co	nfider	ntial, <sub>.</sub>				
agrees	to supply such in	ıformation to	AMCA	for the purp	oses set	forth	here	in.			

- 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 Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning.
- 2. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall 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. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall 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. **Data Aggregation**. Sales data will be aggregated to determine the size of our industry in four broad categories a) centrifugal fans, b) axial fans, c) powered roof and wall ventilators, and d) louvers/dampers/shutters.
- 4. **Use of Aggregated Data**. AMCA will disclose aggregated data from all reporting companies to each company that reports. AMCA will also endeavor to estimate sales of non-reporting companies, which it will report to all reporting companies. Aggregated and estimated sales and employment data will not be treated as Confidential Information, and will be used in support of AMCA's lobbying efforts on behalf of the Air Movement and Control industry, fighting for reasonable standards, codes and Department of Energy efficiency regulations.

5. **Nondisclosure of Confidential Information**. AMCA agrees not to use any individual company's confidential information disclosed to AMCA for any use or for any purpose other than to determine the aggregated market and employment of our industry. AMCA will not disclose any confidential individual company's information to any third parties or to any AMCA employees other than employees identified in Section 1 above, or the successors of such employees, who are required to have the information in order to aggregate data. 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 the receiving party utilizes to protect its own confidential Information of a similar nature.

AMCA agrees that all individual company's confidential sales data will be kept physically secure and maintained in strict confidence. This means that reasonable measures will be taken by AMCA to prevent access by unauthorized persons and AMCA will not leave materials containing Confidential Information unsecured in a work area. AMCA agrees to notify the reporting company in writing of any misuse or misappropriation of confidential individual company sales data of the disclosing party which may come to AMCA's attention.

6.	<b>Disposal of Confidential Information</b> . Disaggregated individual company's Confidential
Informa	tion will be held at AMCA for no more than 24 months, which is AMCA's policy regarding all
membe	r market statistical information. All Confidential Information disclosed to AMCA will be destroyed
after ag	gregated markets and employment are determined.

7.	Term. This Agreement shall remain in effect so long as	is disclosing
sales	data to AMCA. AMCA's obligations of confidentiality and non-disclosure shall	survive the
termii	nation of this Agreement.	

- 8. **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 a company disclosing confidential information shall not constitute a waiver of any term hereof by such party.
- 9. **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
Mak Stum	
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
	<del></del>
Date	Date



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## **AMCA International 2017 Annual Report of Sales**

This form is required pursuant to AMCA Bylaws, Article X Section 2

#### **Section 1: Products Under AMCA's Scope**

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

Air Movement Products		
☐ Agricultural fans	☐ Evaporative coolers	☐ Range hoods (non-residential)
☐ Air curtain units	☐ Industrial & power generation	☐ Downdraft fans
☐ Air handlers	fans	☐ SWSI & DWDI centrifugal fans
☐ Central station air handling unit	☐ Induced flow fans	☐ Cabinet fans
☐ Axial fans	☐ Kitchen fans (non-residential)	☐ Mechanical draft fans
☐ Tubeaxial fans	☐ Mixed flow fans	☐ Package fan units (utility sets)
☐ Vaneaxial fans	☐ Power roof and wall ventilators	☐ Pressure blowers (turbo
☐ Jet tunnel fans	☐ Power attic ventilators	blowers)
☐ Ceiling exhaust fans	☐ Smoke management fans	☐ Plenum fans
☐ Bath fans	☐ Propeller fans	☐ Make up air units
☐ Ceiling fans	☐ Positive pressure ventilators	☐ High pressure fans
☐ Circulating fans	(PPVs)	☐ Cast iron volume fans
☐ Energy recovery ventilators	☐ Fan impellers	☐ Inline fans
(ERVs)	☐ Check this box if you also	☐ Power generation fans
☐ Heat recovery	have design control over	☐ Tubular centrifugal fans
ventilators(HRVs)	fan impellers	
Air Control, Acoustic and Measu	rement Products	
☐ Acoustical duct silencers	☐ Spiral duct	(Dampers con't
☐ Airflow measurement stations	□ Dampers	☐ Guillotine dampers
☐ Gravity roof ventilators	☐ Backdraft dampers (shutters)	☐ Heavy dampers
☐ Fixed and adjustable louvers	☐ Ceiling dampers	☐ Isolation dampers
☐ Penthouses	☐ Fire and smoke dampers	☐ Volume control dampers
☐ Static ventilating devices (non-	☐ 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 the parent company and all other legal entities owned or controlled by the parent company during the calendar year ending December 31, 2016. Please note the exceptions for bath fans, kitchen fans and range hoods. In the case of these products, only commercial models or AMCA-certified residential models need to be reported. (Residential models that are not certified may be left out of your report.) Also, please note that the fan, louver, damper and damper actuators of air handlers are now 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 portion of the sale due to its fan, louver, or damper. This is a total sales volume of products sold which will be used to determine the company's annual assessments.

Total revenue from all AMCA scope product shipments:	⊐ US\$	☐ Other\$
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#### **Section 3: Company Information**

Please indicate the name and location of the parent company responding to the survey and the names and locations of all subsidiaries that hold joint AMCA membership and whose sales are included in the reported values.

Please attach an additional page if there are more than three joint members.

Full Member Company	Full Member Company Location
Joint Member Company	Joint Member Company Location

#### **Section 4: Respondent Information**

AMCA requires that the 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 completely confidential and will not be disclosed to anyone without the express written permission of the reporting company.

The information provided herein is atteste	ed to by the respondent's □ CEO or □ CFO
Name:	
Signature:	
Date:	Email Address:

Submit the completed form online to AMCA with the button above (will send completed form via email) or print the form and return to:

AMCA International Membership 30 W. University Drive Arlington Heights, IL 60004 U.S.A.

or email to: cstone@amca.org.