**AFFILIATE APPLICATION**

**Agreement to Conditions of the Affiliate Program:** 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 regularly.

AMCA Members/Certified Ratings Program (CRP) Affiliates is connected to the manufacturing company location. Fees and assessments are paid based on the worldwide sales of the AMCA scope of products, certified and non-certified, for its company, refer to Company Information, Section 1, page three.

**Manufacturing Company:** Affiliate is tied to the manufacturing location. Indicate complete postal address.

Manufacturing Company Name: [Enter Formal Mfg Company Name] Number of Employees: [Enter #]

Address: [Enter Mfg Co Address] City: [Enter Mfg Co City]

State/Province: [Enter State/Province] Zip/Postal Code: [Enter Zip/Postal Code]

Country: [Enter Country] Website: [Enter website]

Phone Number: [Enter Mfg Phone #] Fax Number: [Enter Mfg Fax #]

LinkedIn Address: [Enter LinkedIn Address Link] Other social media: [Enter other social media links]

[ ]  Publish Directory Address [ ]  Primary Address [ ]  Billing Address [ ]  Shipping Address

**Company:** Indicate complete postal address ONLY if the manufacturing address is different.

Company Name: [Enter Formal Company Name] Number of Employees: [Enter Co #]

Address: [Enter Company Address] City: [Enter Company City]

State/Province: [Enter Company State/Province] Zip/ Postal Code: [Enter Company Zip/Postal Code]

Country: [Enter Company Country] Website: [Enter Company Website]

Phone Number: [Enter Co Phone #] Fax Number: [Enter Co Fax #]

LinkedIn Address: [Enter Company LinkedIn Link] Other social media:[Enter other Company social media links]

[ ]  Publish Directory Address [ ]  Primary Address [ ]  Billing Address [ ]  Shipping Address

We hereby submit company information prior to our formal request for a license from the Air Movement and Control Association (AMCA) 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 one-year pre-payment of all fees and minimum assessments must be paid before testing may commence. An invoice will be issued within seven days of the receipt of this agreement. The invoice must be paid within 30 days, or the agreement is null.
2. The product to be tested must be received at one of AMCA’s labs within 90 days of the date of this agreement. If a product is not received within 90 days, the agreement for pending CRP affiliate is withdrawn. Pre-payment less one-third is refunded.
3. Certification must be completed within one year of the 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.

**AFFILIATE APPLICATION,** Continued

1. Future assessments after the initial one-year period will be based on actual sales of certified products. This is currently computed as 0.00396 x the dollar value of all AMCA Certified Ratings Program or other licensed product sales and subject to change.
2. 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 commences. Actual fees will be invoiced, less payments received, and any balance must be paid before the test results are released.
3. 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.

**Fees:** Fees and assessments are subject to change without notice.

|  |  |  |
| --- | --- | --- |
| **New Affiliate Application Fees**  | **$25,900 USD Minimum**  | **$28,400 USD Maximum**  |
| Application  | $2,000 | $2,000 |
| Commitment  | $10,700 | $10,700 |
| Site Visit: In region $2,500 outside of region $5,000 | $2,500  | $5,000 |
| Assessment 0.00396 x the combined value of annual report of sales within AMCA scope; one-year minimum assessments  | $10,700 | $10,700 |
| **Yearly Fees** |  |  |
| Assessment 0.00396 x the combined value of annual report of sales within AMCA scope | $10,700 | $64,200 |

\* A commitment fee can range from $3,500 to $12,000, depending on the Dun & Bradstreet financial risk evaluation. An unsatisfactory financial risk evaluation may increase to a $10,000 commitment fee. The commitment fee may be applied to any outstanding invoices or returned upon resignation if the following are met:

* Have four certified products for at least four years or have an accredited lab for at least four years.
* Resign in good standing with no outstanding balances.
* Have no violations.

**Consent:**

[ ]  Consent to AMCA conducting a financial risk evaluation through Dun & Bradstreet.

[ ]  Consent to AMCA conducting an informal site visit at the manufacturing location.

**APPLICANT**

Company: [Enter Company Name] Date: [Select Date]

Name: [Enter Full Name] Title: [Enter Title] Email: [Enter E-mail]

Signature: 

[ ]  Check this box to indicate that your typed name above is acceptable as your signature.

**COMPANY INFORMATION**

**SECTION 1: Products Under AMCA’s Scope.** Per Article X, Section 2 of the AMCA bylaws, include both AMCA-certified and non-certified products the company manufactures.

|  |  |
| --- | --- |
| **AIR-MOVEMENT PRODUCTS** | **AIR-CONTROL** |
| [ ] FANS [ ] Agricultural  [ ] Arrays  [ ]  Axial [ ] Centrifugal  [ ]  Circulating  [ ]  Induced flow [ ]  Jet [ ]  Large-diameter ceiling  (blade tip dia. > 84.5”) [ ]  Mixed flow [ ]  Propeller  | [ ]  Air-curtain units[ ]  Axial impeller[ ]  Evaporative coolers[ ]  Single room air-handler[ ] VENTILATORS [ ]  Energy-recovery  [ ]  Heat-recovery  [ ]  Positive pressure  [ ]  Power roof  [ ]  Residential ceiling  | [ ]  Acoustical duct silencer[ ]  Airflow-measurement station[ ]  Dampers[ ]  Duct [ ]  Louver [ ]  Spiral gravity roof ventilator |

**SECTION 2: Product Specifications.** Include website link(s) to product specification sheets(s) or catalog(s) in the AMCA product scope. The products above must be listed on the company website before the AMCA Board of Directors vote. If links are unavailable, attach PDF(s) to the email with all completed documentation and indicate expected date of website update Select date

Insert links

**SECTION 3: Certified Product Plan.** Indicate the company plan to certify AMCA scope of products, indicated in Section 1. Failure to fulfill this plan could result in termination of affiliation.

Number of Air-Movement Products # [Enter #] Date: [Select date]

Number of Air-Control, Acoustic, & Measurement Products # [Enter #] Date: [Select date]

**SECTION 4: Revenue from Sales.** Indicate the sales value of all products under AMCA’s scope, both AMCA-certified and non-certified, shipped from the company during the calendar year ending December 31, 2022. In the case of bath fans, kitchen fans, and range hoods, only commercial models and/or AMCA-certified residential models need to be reported. 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: [Enter Total Revenue]

Revenue currency type (i.e., USD, EURO, YUAN, etc.): [Enter Currency Type]

**COMPANY INFORMATION,** Continued

**SECTION 5: Subsidiary** companies that hold AMCA membership/affiliation.

Subsidiary Company: [Enter Subsidiary Company Name] Location: [Enter City, State/Province, Country]

Subsidiary Company: [Enter Subsidiary Company Name] Location: [Enter City, State/Province, Country]

Subsidiary Company: [Enter Subsidiary Company Name] Location: [Enter City, State/Province, Country]

Subsidiary Company: [Enter Subsidiary Company Name] Location: [Enter City, State/Province, Country]

**SECTION 6: Respondent Company Information,** if different from the manufacturing company listed in application.

Responding Company Name: [Responding Company]

Address: [Enter Respondent Address] City: [Enter Respondent Address]

State/Province: [Enter Respondent Address] Zip/Postal Code: [Enter Respondent Address]

Country: [Enter Respondent Address] Phone: [Enter Phone]

**SECTION 7: Executive Contacts.**

President or Chief Executive Officer (CEO)

First/Given Name: [Enter First/Given Name] Last/Surname: [Enter Last/Surname]

Company Title: [Enter Company Title] Email: [Enter Email]

Chief Financial Officer (CFO)

First/Given Name: [Enter CFO First/Given Name] Last/Surname: [Enter CFO Last/Surname]

Company Title: [Enter Title] Email: [Enter Email]

**SECTION 8:** **Executive Contact Signature.** This form must be signed by the President, 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 expressed written permission of the reporting company.

**The information provided herein is attested to by the company President, CEO or CFO.**

Company: [Enter Company Name] Date: [Select date]

Name: [Enter Full Name] Title: [Enter Title]

Signature:  Email: [Enter Email]

[ ]  Check this box to indicate that your typed name above is acceptable as your signature.

**DESIGNATED CONTACT**

**Designated Contact:** As approved by the board of directors.

First/Given Name: [Enter First/Given Name] Last/Surname: [Enter Last/Surname]

Title: [Enter Title] Email: [Enter Email]

Phone Number: [Enter Phone #] Contact LinkedIn Address: [Enter Link to LinkedIn Address]

Dates of Employment: [Enter Dates of Employment]

Key responsibilities: [Enter key responsibilities]

May substitute CV in Microsoft Word format with email documentation in lieu of completing information below.

**Previous Experience**

Company Name: [Enter Company Name]

Dates of Employment: [Enter Dates of employment] Title: [Enter Title]

Key responsibilities: [Enter key responsibilities]

Company Name: [Enter Company Name]

Dates of Employment: [Enter Dates of Employment] Title: [Enter Title]

Key responsibilities: [Enter key responsibilities]

Company Name: [Enter Company Name]

Dates of Employment: [Enter Dates of Employment] Title: [Enter Company Name]

Key responsibilities: [Enter Company Name]

**Education**

Degree: [Enter Degree] Graduation date: [Enter Graduation Date]

University, College, or School: [Enter University, College, or School]

**Certificates/Certificates:** [Enter Certificates]

**Awards/Honors:** [Enter Awards]

**PERSONNEL CONTACTS**

Contacts receive access through their **unique email address** and appropriate correspondence.

**Accounts Payable (Ap)** Alternate to the billing representative and copied on all invoices.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone # Extension: Enter#

**Billing (B)** Main contact for financial and billing information.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone # Extension: Enter# Fax Number: Enter Fax #

**Engineering (E)** Receives updated standards and publications.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone # Extension: Enter#

Contact LinkedIn Address: Click or tap here to enter text.

**Laboratory Test (Lt)** Authorizes testing, completes Testing Agreement Forms (TAF), and receives test reports.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone # Extension: Enter#

**Licensing (L)** Authorizes certification, signs Certified Ratings Program (CRP) forms.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone # Extension: Enter#

**Marketing (M)** Receives content (i.e., education, newsletters, etc.) to share with staff.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone #. Extension: Enter#

Contact LinkedIn Address: Click or tap here to enter text.

**Advocacy/Governmental Affairs** Receives publications and newsletters.

First/Given Name: Click or tap here to enter text. Last/Surname: Click or tap here to enter text.

Title: Click or tap here to enter text. Email: Click or tap here to enter text.

Phone Number: Enter Phone # Extension: Enter#.

**ADDITIONAL INFORMATION**

Has the company ever applied for affiliate status or AMCA membership before? [ ]  Yes [ ]  No

Does the company contractually sell or represent another manufacturers’ product? [ ]  Yes [ ]  No

If yes, indicate the following:

Company Name(s): [Enter Contract Company Name] Location: [Enter Contract City, State/Province, Country.

Product(s): [Enter products]

Company Name(s): [Enter Contract Company Name] Location: [Enter Contract City, State/Province, Country]

Product(s): [Enter products]

Company Name(s): [Enter Contract Company Name] Location: Enter Contract City, State/Province, Country]

Products(s): [Enter products]

Brief company history (one or two paragraphs)

Enter company history

How did you hear about AMCA?

Enter how you heard about AMCA

What attracted your company to become an affiliate of AMCA?

Enter what attracted you to AMCA

**NONDISCLOSURE AGREEMENT**

THIS AGREEMENT is entered into by and between the Air Movement and Control Association (AMCA) International, Inc., with its principal offices at 30 W. University Drive, Arlington Heights, IL, 60004 USA (“Disclosing Party”) and **[Enter Full Company Name]**, located at **[Enter City, State/Province, Country]** (“Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. This Agreement shall have an effective date of **[Select Date]** . AMCA and the Disclosing Party are currently engaged in discussions concerning Disclosing Party becoming an AMCA member/affiliate company. In connection with such discussions, the Disclosing Party may disclose confidential or proprietary information relating to its business operations to AMCA. The 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 confidential, the 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 the Disclosing Party to AMCA verbally, the 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 the 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/ affiliate 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 the 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 Programs. The parties acknowledge and agree that AMCA manages several programs on behalf of its member/affiliate companies that entail the disclosure of Confidential Information by member/affiliate companies to AMCA. These programs include (a) Assessments Calculation/Annual Report of Sales, (b) AMCA Certified Ratings Program, and (c) 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. **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 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 to prevent it from

**NONDISCLOSURE AGREEMENT,** Continued

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.

5. **Term.** This Agreement shall remain in effect so long as Disclosing Party is engaged in discussions with AMCA pertaining to membership/affiliation and/or while Disclosing Party is an AMCA member/affiliate company. AMCA’s obligations of Confidentiality and Nondisclosure shall survive the termination of this Agreement.

6. **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.

7. **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.

Company: Air Movement and Control Association International Inc. Date: [Select Date]

Name: Kevin Faltin Title: Executive Director

Signature: 

**DISCLOSING PARTY**

Company: [Enter Company Name] Date: [Select Date]

Name: [Enter Full Name] Title: [Enter Title] Email: [Enter E-mail]

Signature: 

[ ]  Check this box to indicate that your typed name above is acceptable as your signature.

**CODE OF ETHICS**

This Code of Ethics is subscribed to and enacted for the ethical practice of the Members/Certified Ratings Program (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 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 improvement of 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 AMCA 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 and 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 the products specified and the 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.
8. No representations made to a purchaser or user shall be obfuscated or hidden in order to conceal nonfactual or improper descriptions of the performance of products advertised or sold.
9. No efforts are made to infringe upon, misuse or misappropriate any patent, trademark, copyright, trade secret, or other commercially proprietary information belonging to any other Member or CRP Affiliate.

**SIGNATURE**

Company: [Enter Company Name] Date: [Select Date]

Name: [Enter Full Name] Title: [Enter Title] Email: [Enter E-mail]

Signature: 

[ ]  Check this box to indicate that your typed name above is acceptable as your signature.