

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

# Application for AMCA Full Membership in North America

**Full Membership (North America)** — A full member pays dues plus assessments based upon its worldwide sales of AMCA scope products for its company. 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.

Company:	 Date:
Name:	 Title:
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.

To have your application processed, complete the following steps. Only a complete application will be considered.

- 1. Completed AMCA International personnel contact list
- 2. Signed code of ethics form
- 3. Signed nondisclosure agreement
- 4. Completed 2021 annual report of sales form
- Evidence of financial responsibility ( credit references 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, including global company relationship with joint companies, competed here)

- 8. A picture and very brief biography of the parent company's AMCA voting representative
- 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?
    O Yes
    O No
  - Do you have any affiliation with a current AMCA International member?
    O Yes
    O No
  - Do you manufacture product under AMCA International's scope of products?
    O Yes
    O No
  - Do you plan to participate in AMCA's Certified Ratings Program?
    O Yes
    O No
  - Do you plan to participate in the AMCA Statistical Program?
    O Yes
    O No

What attracte	ed you to join A	AMCA Internat	ional?	
			_,,	 

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)	\$5,000 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)	\$5,000 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	\$4,500 per year
GROUP MEMBER (Worldwide)	\$5,000 per year for each full member company	.0.00099 x the combined value of all worldwide sales within AMCA scope for each full member company	Included in assessments	Sum of dues and as member group is capp year	
ASSOCIATE	\$3,000				
AFFILIATE (Non-member Licensee)	\$10,000 (Three years in advance required)	0.0039 x the value of worldwide sales of licensed products	Included in assessments	\$10,000 per year (Three years in advance required)	\$60,000 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 until June 30, 2023

### DUES AND FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

## **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 <u>rclawson@amca.org.</u>

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:		
•	lifferent from above) — AMCA Intern	ational may require	e a site visit of manufacturer
actory location in orde	ar to process your application		
	er to process your application.		
	er to process your application.		
Factory Location Cont			
Factory Location Cont	act Name:	State:	Zip Code:
Factory Location Cont	act Name: City:	State:	Zip Code:
Factory Location Cont Address: Country: Voting Representativ	act Name: City: Phone Number: //e (R) (One only) — Members are en janization and one vote on issues aff	titled to one vote c	Zip Code: Email:
Factory Location Cont Address: Country: Voting Representation International as an org approved the member	act Name: City: Phone Number: //e (R) (One only) — Members are en ganization and one vote on issues aff for membership	titled to one vote c	Zip Code: Email:
Factory Location Cont Address: Country: Voting Representativ International as an org approved the member	act Name: City: Phone Number: ye (R) (One only) — Members are en ganization and one vote on issues aff for membership Given Name: _	titled to one vote c	Zip Code: Email: on all issues affecting AMCA which the board of directors

Alternate Voting Represen	<b>tative (A)</b> (One only) — if the voting representative is unavailable	
Surname:	Given Name:	
Title:	Email Address:	
	Extension:	
	— Main contact for financial and billing information.	
Surname:	Given Name:	
Title:	Email Address:	
Phone Number:	Extension:	
Accounts Payable Contact	(Ap) — Copied on all invoices. Listed as the alternate to the billing representat	tive
Surname:	Given Name:	
Title:	Email Address:	
Phone Number:	Extension:	
Engineering Representativ	e (E) — Receives open committee calls and updated AMCA Standards and	
Surname:	Given Name:	
Title:	Email Address:	
Phone Number:	Extension:	
	L) — Authorizes certification, signs (CRP) Certified Ratings Program Forms	
Surname:	Given Name:	
Title:	Email Address:	
Phone Number:	Extension:	

Laboratory Test Contact (Lt) — Authorizes testing, completes (TAF) Testing Agreement Forms. Receives test reports.

Title:   Email Address:      Phone Number:   Extension:     Extension:   Extension:      Marketing Representative (M)    — Receives AMCA marketing communications (newsletters, meetings, conference, education and seminar invitations) and disseminates to appropriate staff	
Marketing Representative (M) — Receives AMCA marketing communications (newsletters, meetings,	
Surname: Given Name:	
Title:Email Address:	
Phone Number: Extension:	
Statistics to AMCA Representative (One only) — Sends statistical data to AMCA International. At the presentative, the AMCA Statistical Program is only available to North American members.      Surname:	
Title:Email Address:	
Phone Number: Extension:	
Statistics from AMCA Representative (One only) — Receives statistical report from AMCA International.	
Surname: Given Name:	
Title:Email Address:	
Phone Number: Extension:	

### Traffic Representatives (T) — Shipping and receiving

Surname:	_ Given Name:
Title:	Email Address:
Phone Number:	Extension:



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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.
- 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.
- 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 I	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:		

# **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 ("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.

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
Ki Fabt	
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.
Kevin Faltin	
Print Name	Print Name
Executive Director	
Title	Title
Date	Date



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## **AMCA International 2022 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**

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

### Air-Control, Acoustic, and Measurement Products

□ Acoustical duct silencers □ Spiral duct (Dampers continued) □ Airflow-measurement stations □ Dampers □ Guillotine dampers Heavy dampers Gravity roof ventilators □ Backdraft dampers (shutters) □ Isolation dampers Ceiling dampers □ Fixed and adjustable louvers □ Volume-control dampers □ Fire and smoke dampers □ Penthouses □ Flue-gas dampers (non-□ Static ventilating devices (nonresidential) residential)

### **SECTION 2: Revenue From Sales**

Please indicate the sales value of all products under AMCA's scope (both AMCA-certified and noncertified) shipped from your 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. 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:

Revenue stated in US\$ or contended of the currency (please state currency type)

### **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 $\Box$ CEO or $\Box$ CFO

Name:	
Signature:	
Date:	E-mail Address: