**Non-Member Testing Information:**

**Manufacturing Company:** 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]

[ ]  Primary Address [ ]  Billing Address [ ]  Shipping Address

If necessary, indicate PO #: [Enter PO#]

**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 social media links]

[ ]  Primary Address [ ]  Billing Address [ ]  Shipping Address

**Personnel Information:** Contacts receive access through their **unique email address**.

**Agreement Contact**

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#

**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#

**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#

**Non-Member Testing Agreement**

**Agreement to Test:** TheAir Movement and Control Association (AMCA) International Inc. is a not-for-profit association offering resources, knowledge, and expertise available to member/affiliate applicants only.  As a non-member, we understand we can conduct testing with AMCA International Inc. and agree to the following:

1. To be considering for processing, submit the following via email to testing@amca.org and accounting@amca.org, Subject: Non-member Testing Application:
	1. a complete and accurate application.
	2. a copy of the submitted USD 250.00 for North America or 285.00 outside North America transaction fee.
2. Agree to comply with the association’s code of ethics, nondisclosure, bylaws, rules, and regulations, and such amendments thereto, which hereafter may be adopted.
3. We are not a member, do not pay dues and are not allowed to use the AMCA International logo, Certified Ratings Program (CRP) Seal, or labels.
4. A pre-payment of all estimated fees, plus any local taxes, tariffs, and transmittal fees that apply, are the sole responsibility of the company and must be paid before testing may commence.
5. Fees and invoices are estimated at the USD non-member rate, non-negotiable, and subject to change without notice.
6. An invoice for estimated testing fees will be issued seven days after a signed agreement. All invoices are due upon receipt.
7. Access to AMCA testing results will be made available after full payment.
8. Actual fees will be invoiced, less payments received, and any balance must be paid before the test results are released.
9. The product to be tested must be received at one of AMCA’s labs within 30 days of the date of this agreement. If a product is not received within 30 days, the agreement is withdrawn. Pre-payment will not be refunded.
10. To consent to a financial risk evaluation through Dun & Bradstreet and review of subsidiaries by AMCA.
11. To maintain good financial standing, as well as our subsidiaries, to access AMCA testing resources.
12. Payment information in USD as follows:

Harris Bank, N.A.

3225 Kirchoff Rd., Rolling Meadows, IL 60008 USA

Account #0901111612; SWIFT Code: HATRUS44

For further credit to: Air Movement and Control Association International, Inc.

30 West University Drive, Arlington Heights, IL 60004-1893 U.S.A.

Phone: +1 847-394-0150 Fax: +1 847-253-0088 amca@accounting.com

1. We affirm the information contained in this agreement is correct.

**ATTESTATION & 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.

**Product(s) to test:**

We are engaged in the [ ]  Design [ ]  Fabrication [ ]  Assembly [ ]  Sale of the selected test product(s):

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

**Testing Standard:** Select the appropriate test standard(s):

[ ]  [ANSI/AMCA ﻿210-16 /ASHRAE 51-16 | Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-%EF%BB%BFstandard-210-07-laboratory-methods-of-testing-fans-for-certified-aerodynamic-performance-rating.html)

[ ]  [ANSI/AMCA 214-21 | Test Procedure for Calculating Fan Energy Index (FEI) for Commercial and Industrial Fans and Blowers](https://www.amca.org/publish/publications-and-standards/amca-standards/ansi/amca-standard-214-21-test-procedure-for-calculating-fan-energy-index-%28fei%29-for-commercial-and-industrial-fans-and-blowers.html)

[ ]  [ANSI/AMCA 220-21 | Laboratory Methods of Testing Air Curtain Units for Aerodynamic Performance Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-220-21-laboratory-methods-of-testing-air-curtain-units-for-aerodynamic-performance-rating.html)

[ ]  [ANSI/AMCA 230-23 with errata | Laboratory Methods of Testing Air Circulating Fans for Rating and Certification](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-230-23-laboratory-methods-of-testing-air-circulating-fans-for-rating-and-certification.html)

[ ]  [ANSI/AMCA 240-22 | Laboratory Methods of Testing Positive Pressure Ventilators for Aerodynamic Performance Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-240-22-laboratory-methods-of-testing-positive-pressure-ventilators-for-aerodynamic-performance-rating.html)

[ ]  [ANSI/AMCA 250-22 | Laboratory Methods of Testing Jet Fans for Performance](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-250-22-laboratory-methods-of-testing-jet-fans-for-performance.html)

[ ]  [ANSI/AMCA 260-20 | Laboratory Methods of Testing Induced Flow Fans for Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/ansi/amca-standard-260-20-laboratory-methods-of-testing-induced-flow-fans-for-rating.html)

[ ]  [ANSI/AMCA 270-23 | Laboratory Methods of Aerodynamic Testing Fan Arrays for Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/ansi/amca-standard-270-23-laboratory-methods-of-aerodynamic-testing-fan-arrays-for-rating.html)

[ ]  [ANSI/AMCA 300-14 | Reverberant Room Method for Sound Testing of Fans](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-300-14-reverberant-room-method-for-sound-testing-of-fans.html)

[ ]  [ANSI/AMCA 301-22 | Methods for Calculating Fan Sound Ratings from Laboratory Test Data](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-301-14-methods-for-calculating-fan-sound-ratings-from-laboratory-test-data.html)

[ ]  [ANSI/AMCA 320-23 | Laboratory Method of Sound Testing of Fans Using Sound Intensity](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-320-23-laboratory-method-of-sound-testing-of-fans-using-sound-intensity.html)

[ ]  [ANSI/AMCA 500-D-18 | Laboratory Methods of Testing Dampers for Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-500-d-18-laboratory-methods-of-testing-dampers-for-rating.html)

[ ]  [ANSI/AMCA 500-L-23 | Laboratory Methods of Testing Louvers for Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-500-l-23-laboratory-methods-of-testing-louvers-for-rating.html)

[ ]  [ANSI/AMCA 540-23 | Test Method for Louvers Impacted by Wind Borne Debris](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-540-13-%28r2016%29-test-method-for-louvers-impacted-by-wind-borne-debris.html)

[ ]  [ANSI/AMCA 550-22 | Test Method for High Velocity Wind Driven Rain Resistant Louvers](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-550-22-test-method-for-high-velocity-wind-driven-rain-resistant-louvers.html)

[ ]  [ANSI/AMCA 610-19 | Laboratory Methods of Testing Airflow Measurement Stations for Performance Rating](https://www.amca.org/publish/publications-and-standards/amca-standards/amca-standard-610-19-laboratory-methods-of-testing-airflow-measurement-stations-for-performance-rating.html)

[ ]  [AMCA Standard 803-02 (R2008) | Industrial Process/Power Generation Fans: Site Performance Test Standard](https://www.amca.org/publish/publications-and-standards/amca-standards/standard-803-02-%28r2008%29-industrial-process/power-generation-fans-site-performance-test-standard.html)

**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 testing. 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 membership, affiliates, and testing 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 membership, affiliates, and testing companies that entail the disclosure of Confidential Information by membership, affiliates, and testing companies of 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

**NONDISCLOSURE AGREEMENT,** Continued

measures to protect the secrecy of and avoid disclosure or use of Confidential Information 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.

5. **Term.** This Agreement shall remain in effect so long as Disclosing Party is engaged in discussions with AMCA pertaining to members, affiliates, and testing companies and/or while Disclosing Party is an AMCA members, affiliates, and testing companies. 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 testing program of the Air Movement and Control Association (AMCA) 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 membership, affiliates, and testing companies 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 membership, affiliates, and testing companies, and for the membership, affiliates, and testing companies 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, affiliates, and testing companies 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 membership, affiliates, and testing companies 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 membership, affiliates, and testing companies.

**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.