**ASSOCIATE APPLICATION**

**Agreement to Conditions of Associate:** An associate, defined in the AMCA International Bylaws, Article III, Section 7, is any firm or corporation not eligible for affiliate or membership within AMCA, if the applicant is a producer of materials or components, or supply services or related industry products used by members or affiliates that manufacture and meets all eligibility standards approved by the board of directors.

Associates must be approved by the AMCA Board of Directors and are not eligible to vote on association-wide issues, nor are they eligible to neither hold a seat on the board nor serve as a committee chair. AMCA associates may attend and participate in all open meetings of the association and are eligible to participate on standards committees at the call of the chair. AMCA associates are entitled to purchase AMCA International standards and publications at member prices. AMCA International associates shall pay an annual fee to the association to be set by the board of directors.

1. We hereby apply for associate status in the Air Movement and Control Association (AMCA) International Inc. and, if approved, agree to comply with the association’s code of ethics, nondisclosure, bylaws, rules, and regulations, and such amendments thereto, which hereafter may be adopted.
2. We agree to furnish qualified representatives to participate in the association's activities and submit evidence that we are experienced, technically qualified, financially responsible, and able and willing to promote the association's objectives.
3. We agree to pay fees for the current fiscal year, prorated from the date of associate acceptance to the end of the fiscal year (June 30), plus any local taxes, tariffs, and transmittal fees that may apply. An invoice will be sent after application approval. Associate access will be active upon payment of the invoice.
4. We further agree that if we resign as an associate, we shall give two quarters notice in writing. Resignations are only effective once the AMCA Board of Directors has accepted them.

**Changes:** Fees are subject to change without notice.

|  |  |
| --- | --- |
| **Yearly Associate Fees -** *fees are subject to change without notice.* |  |
| Application | 3250.00 |
| International processing fee, per transaction, if applicable | 35.00 |

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

**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**

**Company:** Indicate complete postal address.

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]

Published Directory Address  Primary Address  Billing Address  Shipping Address

**Subsidiary** companies that hold AMCA membership:

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

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

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

If yes, indicate the following: [Enter text]

Share your product(s) or service:

Enter product or services

Brief company history (one or two paragraphs)

Enter company history

How did you hear about AMCA and why does your company want to join?

Enter how you heard about AMCA

**COMPANY INFORMATION,** Continued

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: [Enter text] Last/Surname: [Enter text].

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

Phone Number: Enter Phone # Extension: Enter#

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

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

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

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

**Designated Contact**

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

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

Phone Number: Enter Phone # Extension: Enter#

Contact LinkedIn Address: [Enter text]

**Marketing (M)**

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

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

Phone Number: Enter Phone #. Extension: Enter#

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

**President or Chief Executive Officer (CEO)**

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

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

**Sales/Distributor**

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

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

Phone Number: Enter Phone # Extension: Enter#

Contact LinkedIn Address: [Enter text]

Region/Geographic area coverage: [Enter text]

**Advocacy/Governmental Affairs**

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

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

Phone Number: Enter Phone # Extension: Enter#.

**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 and

**[Enter Full Company Name]** located **[Enter City, State/Province, Country]** (“Disclosing 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 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 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 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 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 falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such

**NONDISCLOSURE AGREEMENT,** Continued

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 and/or while Disclosing Party is an AMCA member 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: A black background with letters

Description automatically generated

**DISCLOSING PARTY**

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

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

Signature: A white square with a blue border

Description automatically generated

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