

November 19, 2015

Proposal Number: OPP116830 / CON00021702



2016 MMPDS Industrial Steering Group (ISG) Program New Member Letter

Dear Prospective ISG Member:

Battelle Memorial Institute, through its Corporate Operations, is pleased to submit the following proposal for your membership in the MMPDS Industrial Steering Group (ISG Program) for calendar year 2015 (January 1, 2016 through December 31, 2016). Participation in the ISG Program will continue to be available for annual renewal as long as the U.S. government continues to support Battelle's MMPDS (Metallic Materials Properties Development and Standardization) Handbook technical coordination activities¹.

Your chosen level of participation in the ISG Program will qualify your organization for the benefits summarized below. **Please note that there are 2 additional benefits for membership levels of D or above!** Your annual financial obligation will be based on your chosen level of ISG Program participation.

Also note that per recent ISG ballot the number of hardcopies of MMPDS has been revised per the benefit table. You still have the ability to purchase more hardcopies at the discounted rate shown per membership level.

Summary of Benefits (based on Section 2.04 of ISG bylaws):

The annually updated benefits of the 2016 ISG Program will include, at a minimum, the following general features:

1. Unlimited simultaneous access, by agreed-upon number of users (See Table I), plus the one named main user who has special privileges, to the SharePoint ISG Members website. Named User privileges include: posting message board comments, adding to the site calendar, and the ability to post documents. The named user shall also be responsible for the distribution of shared user accounts at their organization.

This access shall be available for calendar year 2016, beginning January 1, 2016 or upon receipt of payment. Additional features may be added to the web site after their review and approval at the 35th and 36th ISG Meetings, which will be held in conjunction with the 27th and 28th MMPDS Coordination Meetings. This includes access to:

- o Battelle's MMPDS ISG web site (**except for Tier Level A2 members who do not receive website access*), for current statistical analysis Software Tools, which are designed to facilitate compliance with current Chapter 9 guidelines. NOTE: Some of these software tools are being beta-tested and may not be available on the website. Beta versions may be obtained for testing by request from RubadueJ@Battelle.org. Simultaneous software tool users are limited to no more than three times the number of web site users **unless you have membership levels of D or above which have unlimited simultaneous usage**. The software tools include:
 - i. Metallic material static design allowable analysis (MMPPDS ISG Design Allowable Software, MIDAS),
 - ii. Mechanical fastener static design allowable analysis (FastenerCalc),
 - iii. Equivalent stress/strain fatigue analysis,

¹ Battelle's current incrementally-funded contract with the FAA Technical Center runs through July 31, 2018.

- iv. Creep and stress rupture analysis,
- v. Effect of temperature curve construction,
- vi. Typical and full-range stress strain curve development, and
- vii. Statistically based crack-growth analysis.

Additional updates and improvements to several of the analysis tools listed above are planned for release in 2016 via the ISG website. Software tools (other than beta versions) have an expiration date of May 31st to allow a 2 month overlap of past software tools and new tools that are posted April 1st.

2. Free viewable and searchable content of the latest MMPDS Handbook version (additional charges will apply for copies of MMPDS-XX downloaded from the ISG website).
3. Hyperlinked versions of current and previous MMPDS/MIL-HDBK-5 meeting agendas, minutes and handouts.
4. Cross-referenced and annually updated databases of MMPDS coordination meeting agenda items and supporting documents.
5. Named user access to a searchable electronic database that is hosted by the GRANTA MI materials database software and is provided at no charge to ISG members by Granta Design Limited. Members agree to abide by the terms and conditions of use of this software. The maximum number of named users as identified in Table 1.
6. Voting authority on Battelle's use of Industry Steering Group funding in accordance with Table 1. Issues to be voted on will be agreed-upon at semi-annual ISG meetings; voting by designated ISG representatives will be conducted by email or over the ISG web site approximately 1 month after the spring ISG meeting.
7. Handbook credits as specified in Table 1; credits will apply to any new edition of the Handbook as it becomes available within the current calendar year. A limited number of the credits may be hardcopy version as indicated in the table. Discounts are offered on additional copies with member to pay all Shipping & Handling costs, and any associated taxes.
8. **Members at levels D, E, F or G may copy and use pages of the MMPDS Handbook in their design package for presentation in contracts only so long as each page is documented with "Copyright 2013 Battelle Memorial Institute. All rights reserved."** NOTE: No member may duplicate or network books/electronic files for regular internal "reference use" at any time.

Table 1. Calendar Year 2015 MMPDS ISG Membership Levels

Membership Level	Annual ISG Dues	Tier Level I		Tier Level 2		Tier Level 3		Basic Handbook Credits	Hard Copies	Purchase Discount ²
		ISG Votes	Maximum Users ¹	ISG Votes	Maximum Users ¹	ISG Votes	Maximum Users ¹			
A	\$6,500	0	1	1	0	N/A	N/A	2	0	30%
B	\$12,500	0	3	1	2	2	1	4	1	35%
C	\$25,000	1	6	3	4	4	2	10	2	40%
D ³	\$37,000	2	9	4	6	6	3	17	3	45%
E ³	\$50,000	3	12	6	8	9	4	25	4	50%
F ³	\$62,000	4	15	8	10	12	5	32	5	55%
G ³	\$93,000	7	25	12	16	16	8	50	6	60%

- 1 Maximum same-time Web Users and Maximum Named Users for Granta access
- 2 Discount on the purchase of additional copies (plus shipping and handling).
- 3 These levels have additional benefits on software tool usage and copyright pages as described above.

Program Limitations

The FAA approved funding of MMPDS through July 31, 2018. If the Government advises Battelle that the funding of this program will be reduced or eliminated, Battelle reserves the right to develop a new membership price structure which will be submitted for your approval.

Program Fees and Payment Terms

The membership fees for the 2016 ISG Program are based on your selection in the application form. In accordance with the March 2015 vote to discontinue ISG Bylaws emergency funding, Battelle will use 30% of the ISG funding to support general MMPDS Handbook activities for membership years 2016 . Battelle will use the remainder of the ISG funding to maintain and support updates and upgrades to the MMPDS ISG web site and related database and software products as prioritized by ISG members.

Please complete the application form including selection of your desired membership level; a self-populating invoice is included with the membership application and should be returned with your application form. The invoice is provided for your records and to ensure payment is accurately credited for your membership application. Please retain a copy for your records.

Payment must be made in conjunction with your application; payment can submitted via ACH or credit card; instructions are included on the invoice. Upon receipt of payment and the above referenced documents, Battelle will verify completion of your membership application and your 2016 ISG membership will be considered ‘active’.

Receipt of payment and your full application is due no later than 31 December 2015. Membership privileges are effective 1 January 2016 unless otherwise agreed upon.

If a Purchase Order (PO) is generated for membership payment, any terms and conditions included on the PO are null and void. The ISG Multi-Client Project Agreement terms and conditions apply; the PO is for your administrative and accounting purposes only and NOT required by Battelle. Please enter your PO number in the designated field on the application it will self-populate on the invoice.

Contractual

Except as modified herein, the 2016 ISG Program will continue to be conducted under the terms and conditions of the *2012 MMPDS ISG Multiclient Project Agreement*; a copy is attached for your convenience. New Members are required to execute this *MMPDS ISG Multiclient Project Agreement* in conjunction with their membership and participation in the ISG Program. The terms and conditions are non-negotiable; all members must agree to the same terms and conditions. Battelle reserves the right to accept or reject any potential Members to the ISG Program.

Authorization

To activate your ISG Program membership, please indicate your desired participation level by completing the interactive *ISG 2016 Membership Form* and *MMPDS ISG Multiclient Project Agreement*. Return a signed copy of the Membership Agreement, the Application Form, and the auto-generated invoice electronically by email to mundya@battelle.org. Payment must be made prior to and in conjunction with your application; payment can be submitted via ACH or credit card; instructions are included on the invoice.

Upon receipt of payment and the above referenced documents, Battelle will verify completion of your membership application and your 2016 ISG membership will be considered active.

This offer is valid for the 2016 membership year.

If you have any technical questions, please contact Jana Rubadue at +1 614-424-5948 or rubaduej@battelle.org. For contractual questions, please contact Kim Hildreth at +1 614-424-3689 or HildrethK@battelle.org.

Thank you for your interest in the MMPDS Industrial Steering Group.

Sincerely,

Kim Hildreth
Contracts Officer
Battelle Memorial Institute
Corporate Operations

ENCLOSURES

Exhibit A – Terms and Conditions
Operating Procedures and Bylaws
2015 Membership Agreement and Application Form

ISG/MMPDS MULTI-CLIENT PROGRAM (last revised 2012)
EXHIBIT A – TERMS and CONDITIONS

- (1) Additional members, hereinafter called **CLIENTS**, may be added to the **MULTICLIENT PROGRAM** at any time after its formation, providing all new members are bound by the same contractual requirements as the original members. However, in the event a governmental agency becomes a participant, a separate contractual arrangement may be necessary for that agency based upon their particular requirements.
- (2) In view of the nature of this program, acceptance of this Agreement does not preclude **BATTELLE** from undertaking work in this general field for others.
- (3) **CLIENT** understands that **BATTELLE** is not engaged in research for advertising, sales promotion, or other publicity purposes, and **CLIENT** agrees that **BATTELLE**'s reports or correspondence will not be used or reproduced in full or in part for such purposes. **CLIENT** also agrees that none of its advertising, sales promotion, or other publicity matter containing information obtained from this program will mention or imply the name of **BATTELLE**. **CLIENT** further agrees not to present information obtained from this program as evidence in dispute, litigation, or other legal action.
- (4) **BATTELLE** agrees to provide a high standard of professional service and will exert diligent efforts within the time and funds available for this program. However, the results of this program will be advisory or experimental in nature. Therefore, in no event shall **BATTELLE** or its employees and agents have any obligation or liability for damages, including, but not limited to, consequential damages, arising out of or in connection with the **CLIENT**'s use, misuse, or inability to use, the information resulting from this program. **BATTELLE PROVIDES NO WARRANTY OR GUARANTEE OF RESULTS, INCLUDING WARRANTIES OF FITNESS FOR PURPOSE OF MERCHANTABILITY FOR ANY ITEM OR RESEARCH RESULT WHICH MAY BE DELIVERED UNDER THIS AGREEMENT.** **CLIENT** agrees to indemnify and hold **BATTELLE** harmless from any and all liability, claims, demands, damages, and all costs and expenses in connection therewith, for or arising out of **CLIENT**'s use or misuse of the project results.
- (5) **CLIENT** agrees to provide **BATTELLE** an unlimited perpetual, royalty-free and paid-up non-exclusive license to use all information provided by **CLIENT** hereunder limited to the purpose of the **MULTICLIENT PROGRAM**. **CLIENT** further agrees that works created by **BATTELLE** under this Agreement are not works for hire. **BATTELLE** will be the owner of such works and the copyright therein. All of the foregoing will be available to the Federal Aviation Administration (FAA), with unlimited rights, as deliverables under the current FAA contract with **BATTELLE** related to this program.
- (6) No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or material shortages, or other causes beyond the control of the parties.
- (7) This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Ohio, USA.
- (8) Should a government, governmental agency, or a company representing several companies or firms wish to participate in supporting the program, **BATTELLE** according to the nature and composition of the legal entity representing these organizations, shall decide on the financial conditions for joining the **MULTICLIENT PROGRAM**, taking into account the interests of all those participating in the program.
- (9) The price above includes current federal, state or local taxes levied in the United States on these services or on the wages paid to **BATTELLE**'s United States employees; however, it does not include any applicable sales, use or similar transactional taxes (hereinafter defined as "Sales tax") levied in the United States. Applicable Sales tax or additions to or changes to the current federal, state or local taxes levied in the United States on the services covered by this Agreement that result in an increase of costs associated with this Agreement shall be the obligation of the **CLIENT** and shall result in an increase to the price. If **BATTELLE** receives a valid Sales tax exemption certificate for the applicable transaction from the **CLIENT**, Sales tax will not apply.

The price above does not include any present or future assessments, fees, duties, tariffs, taxes or other charges imposed by the government of any other country or subdivision thereof on this program or on **BATTELLE** as a result of performing the program services. These amounts shall be the obligation of the **CLIENT**. Payment of any of the aforementioned amounts by **BATTELLE** shall be included in an invoice to the **CLIENT** and shall be paid by the **CLIENT** within thirty (30) days of the date of invoice.
- (10) **CLIENT** shall adhere to all applicable export control laws and regulations and shall not export or re-export any technical data or products received from **BATTELLE**, or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government, if such authorization is required.
- (11) All the terms and conditions of this Agreement are embodied herein and no other terms and conditions shall be considered a part hereof unless expressly agreed upon in writing.

SIGNATURE AND DATE: _____

NAME / TITLE & COMPANY _____