August 20, 2019

Proposal Number: OPP211469 / CON00029805
2020 MMPDS Industrial Steering Group (ISG) Program Renewal Letter

Dear ISG Member:

Battelle Memorial Institute, through its Corporate Operations, is pleased to submit the following proposal for your continued membership in the MMPDS Industrial Steering Group (ISG Program) for calendar year 2020 (January 1, 2020 through December 31, 2020). As in past years, it is anticipated that your participation in the ongoing 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 activities. Battelle’s current incrementally-funded contract with the FAA Technical Center runs through July 31, 2020.

Benefits to ISG Membership:
- Access to the ISG Members Website including historical documentation, Coordination Meeting Agenda Items, Handouts, and Minutes, and the current version of MMPDS.
- MIDAS Dashboard statistical analysis tools.
- Simultaneous software tool users are limited to no more than three times the number of web site users. Membership levels of D or above have unlimited simultaneous usage of tools.
- Handbook credits and discounts based on membership level.
- See Attachments B and C for more details.
- 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 2018 Battelle Memorial Institute. All rights reserved.”

Membership Level Options:
- All memberships are on a Calendar year basis – January 1, 2020 through December 31, 2020.

| Membership Level | Annual ISG Dues | Tier Level I | Tier Level 2 | Tier Level 3 | Basic Handbook Credits | Hard Copies | Purchase Discount
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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.
Please complete the application form using the Excel file included with this letter. The form will populate your invoice. Print and sign the form. Scan the signed form and return it and the completed Excel file to mundya@battelle.org for processing at Battelle.

Program Fees and Payment Terms
In accordance with the April 2019 vote, Battelle will use 40% of ISG funding to support Core MMPDS Handbook activities for the 2020 membership year. Battelle will use the remainder of the funding to maintain and support updates and upgrades to the MMPDS ISG website, related databases, tasks, and software products prioritized by ISG members. Membership dues can be paid by ACH/EFT, Check, Credit Card (Level A only), or Purchase Order. If your organization chooses to pay by Credit Card, contact Harold Nicholson (614)-424-7811 to process your payment. Please do not send credit card information by email. Membership is activated upon receipt of all relevant documentation: signed Application Form, completed Excel application spreadsheet, and your payment.

Attachment A displays the Terms & Conditions for Membership within the ISG (last revised 2012). This is a multi-client program. All members of the Industry Steering Group must agree to these non-negotiable terms. Former members have already signed the form. It is included here for reference only.

Contractual
Except as modified herein, the 2020 ISG Program will continue to be conducted under the terms and conditions of the 2012 MMPDS ISG Multiclient Project Agreement. Exhibit A is included for your reference. Terms and conditions are non-negotiable. This is a multi-client program; 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
Upon receipt of payment and the above referenced documents, Battelle will verify completion of your membership application and your 2020 ISG membership will be considered active. This offer is valid for the 2020 membership year – January 1, 2020 through December 31, 2020.

If you have any technical questions, please contact Doug Hall at +1 614-424-6490 or HallD@Battelle.org.
For contractual questions, please contact Jasmine Coleman at +1 614-424-5045 or ColemanJ@battelle.org.

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

Sincerely,

Jasmine Coleman
Sr. Contracts Representative
Battelle Memorial Institute
Corporate Operations

ENCLOSURES
Exhibit A – 2012 ISG/MMPDS Multi-Client Program Terms & Conditions
Attachment B – Operating Procedures and Bylaws of the Industrial Steering Group
Attachment C – Orientation – Member Benefits
Attachment D – Application Form.xlsx
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 disputes, 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  
________________________________________