



November 19, 2020

Proposal Number: OPP211469 / CON00030151

2020 MMPDS Industrial Steering Group (ISG) Program Renewal 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 2020 (January 1, 2020 through December 31, 2020). 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.
- Handbook credits and discounts based on membership level.
- See Attachments B and C for more details.

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 1		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	\$7,000	0	1	1	0	N/A	N/A	2	0	30%
B	\$13,000	0	3	1	2	2	1	4	1	35%
C	\$26,000	1	6	3	4	4	2	10	2	40%
D ³	\$38,500	2	9	4	6	6	3	17	3	45%
E ³	\$52,000	3	12	6	8	9	4	25	4	50%
F ³	\$64,000	4	15	8	10	12	5	32	5	55%
G ³	\$96,500	7	25	12	16	16	8	50	6	60%

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 attached *2012 MMPDS ISG Multiclient Project Agreement*. 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. New members are required to sign this *MMPDS ISG Multiclient Project Agreement* and return the signed document with their application.

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 Harrison Jones at +1 614-424-3168- or JonesH@Battelle.org.

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

Sincerely,



Harrison Jones
Contracts Associate
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 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 _____