

BYLAWS
for the
PROCESS EQUIPMENT RELIABILITY DATABASE,
a project of the
CENTER FOR CHEMICAL PROCESS SAFETY
a Directorate of the
American Institute of Chemical Engineers

April 30, 1997

SECTION 1 - Name

- a. The name of the organization is the Process Equipment Reliability Database (PERD), a project of the Center for Chemical Process Safety (CCPS), a directorate of the American Institute of Chemical Engineers (AIChE).

SECTION 2 - Purpose

- a. The primary purpose of PERD is to establish and operate a process reliability data base to enhance the reliability and integrity of chemical process equipment for the prevention and mitigation of catastrophic events that may be hazardous to the public, and the environment, thereby promoting and enhancing the public safety relative to the application and use of chemical processes, thereby benefiting the public. It is consistent with the educational and scientific purposes of AIChE.

SECTION 3 - Administration of PERD

- a. PERD is a project of CCPS and will be managed and administered by CCPS staff and staff consultants.

SECTION 4 - CCPS Responsibilities

- a. Overall direction, management, supervision, and administration of PERD will be the responsibility of the Director CCPS, subject to the directorate of the AIChE Council.
- b. The Director CCPS has the authority to direct and conduct the activities of PERD, including but not limited to negotiating and signing all contracts, establishing prices for PERD publications, allocating administrative and management costs, approving conferences, carrying out other financial functions for PERD, approving or disapproving actions of the PERD Steering Committee, and assigning CCPS staff to PERD, including a staff coordinator.
- c. The CCPS staff assigned to PERD shall be responsible for establishing and arranging meetings, documenting actions and business of PERD, preparing and maintaining meeting minutes, handling mailings, maintaining a list of current Participants and designated representatives, administration of funds, preparation and execution of contracts, printing and distribution of technical books, reports, and materials, and other actions as appropriate, all consistent the CCPS bylaws.

- d. CCPS will manage PERD funds in accordance with generally accepted accounting practices and will provide Participants with a financial statement of PERD within 120 days after the end of each calendar year.
- e. CCPS will maintain and provide a Participant with the most recent approved version of these bylaws.
- f. CCPS will execute an agreement with each Participant covering duties, potential liabilities, and responsibilities of CCPS and the Participant.

Section 5 - PERD Participants and Rights

- a. Participants in PERD are entities that agree to pay the required entry fee and ongoing maintenance fees to support PERD, satisfy obligations for its class of Participant, execute the Participants Agreement, and accept the Project's bylaws and actions approved by the Participants according to these bylaws.
- b. Participants are entitled to be represented at all PERD meetings and will designate one voting representative to be a member of the PERD Steering Committee.
- c. A Participant's rights begin immediately upon receipt of the annual dues payment by CCPS and extend through the end of the calendar year during which such payment is received, unless the Participant withdraws prior to the end of a year.

SECTION 6 - PERD Steering Committee and Its Operation

- a. The PERD Steering Committee will consist of one representative from and designated by each Participant.
- b. The Director of CCPS shall appoint the chair of the PERD Steering Committee, who must be an employee of a CCPS Sponsor and a member of the PERD Steering Committee. The duties of the chair include presiding over PERD meetings, signing its minutes, acting as spokesman for the Steering Committee, and signing any correspondence when necessary. The chair will work closely with the CCPS staff coordinator.
- c. The PERD Steering Committee will:
 - function and operate subject to the provisions of section 4 of these bylaws;
 - establish technical direction, definitions, and details necessary for PERD;
 - define classes of Participants and establish requirements for each class;
 - establish Participants' annual fees, which shall provide sufficient revenue for that year or succeeding year or for a multi-year project if required and which shall cover all direct costs and appropriate CCPS management costs assigned by CCPS Director and agreed upon by the AIChE Staff Director of Finance;
 - establish late participation fees, which are to be paid by Participants that join PERD after January 1, 1998;
 - establish eligibility, reasonable rules, and separate fees for data searches, sorts, and studies.
 - approve agreements for CCPS to sponsor conferences or publish and/or sell PERD information and aggregated data. Net revenue accruing to PERD under these agreements will be used to defray incurred or expected project costs; and
 - act on other matters as appropriate.

- d. PERD Steering Committee actions will be taken at Steering Committee meetings by vote. A majority vote of all Participants is required to approve actions. Mail ballots may be allowed at the discretion of the Steering committee.
- e. Meetings may be called by the Steering committee chair, CCPS, or by a majority of Participants.
- f. Written notice of all meetings and important information to be acted upon, including those involving finances, definition and obligations of Participants, and other key matters, will be provided by mail or by FAX to all designated Participant representatives at least two weeks in advance of meetings.

SECTION 7 - Limitation of Actions

- a. PERD does not have the authority to act for, or in the name of, CCPS or AIChE, except with the explicit authorization of CCPS or of AIChE.

SECTION 8 - Copyrights and Patents

- a. AIChE shall be assigned and own copyrights, patents, and publication rights to aggregated PERD data and publications resulting from PERD. CCPS will have the exclusive right to publish and market any information arising from PERD. A financial agreement will be agreed upon by the PERD Steering committee and CCPS for any such publications. Net revenue realized by PERD under these agreements will be used to defray incurred or expected project costs.

SECTION 9 - PERD Duration and Termination

- a. PERD has been approved by CCPS without limit on duration. CCPS may terminate PERD at its sole discretion for reasons including but not limited to insufficient data, or insufficient revenues and PERD funds to meet the past or projected costs and expenses of PERD at the end of any project year. CCPS will give notice of termination in writing to Participants within thirty days after the end of any project year. Upon termination, CCPS shall assume any liabilities and receive any assets.

SECTION 10 - Amending the Bylaws

- a. Proposals for amendments to the PERD bylaws shall be made in writing, along with the appropriate rationale, and sent to the CCPS Director. No later than two months after receipt, the CCPS Director shall submit the proposed amendments to each PERD Steering Committee member with appropriate recommendations by confirmed facsimile or registered mail, return receipt requested. After a review of one month, the PERD Steering Committee will vote on the proposed amendments at its next scheduled meeting. Adoption of any proposed amendment shall require a two-thirds affirmative vote of all the Participants and ratification by the CCPS director.

SECTION 11 - BYLAW INTERPRETATION

- a. CCPS is empowered to rule on any question concerning the interpretation of these bylaws, subject to final jurisdiction of the AIChE Council.

SECTION 12 - MATTERS NOT COVERED

- a. In all respects, for issues not specifically covered in these bylaws, the general authority, rules, procedures, and bylaws of CCPS shall apply with equal force as if such had been included in these bylaws.