

Design Institute for Physical Properties[®]
Of
The American Institute of Chemical Engineers

Bylaws

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Article I: Name, Purpose, and Objectives

Article I.1. Name and Acronym

The name of this organization shall be the “Design Institute for Physical Properties of the American Institute of Chemical Engineers”. Its official acronym shall be DIPPR® (hereinafter DIPPR), which is a registered trademark of the American Institute of Chemical Engineers (hereinafter AIChE).

Article I.2. Purpose and Objectives

DIPPR’s purpose is to satisfy industry needs for accurate and complete thermodynamic, physical property, environmental impact and other validated data. To meet this goal, DIPPR compiles and reviews available data, obtains new data through research programs, and/or develops new estimates and estimating methodologies as needed. Results of these activities are disseminated to DIPPR Members and at a later date released to the public through various dissemination channels that provide DIPPR with funds for future work.

Article II: Relationship to AIChE

Article II.1. Administration of DIPPR

Overall administration of DIPPR shall be conducted by the Administrative Committee (see Article IV.2) in accordance with the Bylaws, with support from AIChE staff, the Operations Manager (see Article IV.4) and under the general supervision of the AIChE Board of Directors or its designee (hereinafter AIChE Board of Directors). The Administrative Committee is empowered to rule on any question concerning the interpretation of these Bylaws and make any amendments thereto, subject to the final jurisdiction of the AIChE Board of Directors.

In all respects not specifically covered in these Bylaws, the general rules and procedures of AIChE shall apply with equal force as if they had been included in these Bylaws.

Article II.2. Limitation on Actions

DIPPR shall not have authority to act for or in the name of AIChE, or any DIPPR Member, except with the explicit authorization of the AIChE Board of Directors or said Member. DIPPR shall not have authority to endorse non-AIChE products or events or to incur any financial obligations in the name of AIChE. Such financial obligations include but are not limited to contracts to receive service, contracts to render service, bartering agreements, dissemination agreements, approval of commercial and non-commercial use of DIPPR copyrights and trademarks, and publication permissions to re-publish DIPPR data.

Article II.3. AIChE Obligations and Rights

AIChE shall lend its name to DIPPR and shall provide publicity through its publications, annual and national meetings, web site, and other appropriate media. AIChE will execute research contracts on behalf of DIPPR and will make payments to researchers in accordance with contract specifications, subject to availability of DIPPR funds. In addition AIChE will, on behalf of DIPPR, enter into any dissemination, secrecy and non-disclosure agreements, etc. as required in the course of normal DIPPR business.

Any inventions and/or patents arising out of and issued with respect to these research contracts will be assigned to AIChE, except where such rights with respect to a specific research contract are explicitly waived by the Executive Director of AIChE or his designee (hereinafter Executive Director of AIChE) upon recommendation of the responsible Project Steering Team (see Article IV.3) and the DIPPR Administrative Committee. AIChE, in turn, will grant royalty-free licenses in respect of those patents to those companies sponsoring the research leading to the patent(s), and will grant royalty-bearing licenses to others on reasonable and non-discriminatory terms and conditions.

AIChE shall have dissemination, publication and sales rights to results of DIPPR projects in either hard copy or electronic form, subject to specified time restrictions on release, except where such rights are explicitly waived by the Executive Director of AIChE. All dissemination contracts for DIPPR project results in effect as of the date these bylaws become effective will continue to be honored (see Attachment A). However, when these contracts expire or are either required or requested to be renewed AIChE shall, at such time, have the aforementioned rights of first refusal for the rights to continue dissemination of the DIPPR project results covered by these contracts. The net income from such publications and sales shall be made available to DIPPR.

The AIChE staff, and/or the Operations Manager under their direction, shall be responsible for administration of funds, preparation and execution of contracts, arrangements for meetings, and printing and distribution of project results to be published by AIChE.

Article II.4. DIPPR Duration and Treatment of Residual Funds on Termination

DIPPR is approved by the AIChE Board of Directors without limit on duration. Termination will be preceded by notification by AIChE to DIPPR Members of such action, at least two years prior to the effective date of termination. Termination may be initiated by AIChE with the required notification, if the total DIPPR funds resulting from dues of the DIPPR Members, and other sources of DIPPR funds, including any DIPPR funds held by AIChE as a result of cumulative cash incomes, less any cumulative liabilities, exceeding cash expenditures from prior years of DIPPR operation are deemed insufficient to meet the costs and expenses of a viable DIPPR research program. Upon termination of DIPPR any existing cash reserves shall be first used to liquidate DIPPR's remaining liabilities following which the balance will revert to the control of the AIChE Board of Directors.

Article III: Membership

Article III.1. Qualifications and Procedures for Membership

Any organization or individual having an interest in DIPPR's objectives may become a DIPPR Member through payment of annual dues to AIChE and execution of a DIPPR Membership Agreement. Member rights begin immediately upon receipt by AIChE of the fully executed DIPPR Membership Agreement and payment of the first year's annual dues, and extend through the end of the calendar year for which such payment is received. Membership is renewable annually thereafter upon payment of the annual dues established by the Administrative Committee for each ensuing year.

Three classes of membership are available:

- I. Regular Member
- II. Associate Member
- III. Emeritus Member

Article III.2. Rights of Members

Regular Members are entitled to participate in, and have one vote on, the Administrative Committee (see Article IV.1) and the Technical Committee (see Article IV.2) and may attend all meetings held by these entities.

The Administrative Committee representative, or his or her designee, shall be the Regular Member's Management Representative for DIPPR. The appointment and term of each Management Representative shall be determined by the Regular Member he or she represents.

Regular Members are entitled to appoint one Technical Representative and, at their option, may appoint one or more Associate Technical Representative to DIPPR's Technical Committee. The Technical Representative may delegate any of his/her duties to any of the Associate Technical Representatives, but only the Technical Representative or his designee may cast a vote on the Technical Committee. The Technical Representative may be the same person as the Management Representative. The appointment and term of the Technical Representative and any Associate Technical Representatives shall be determined by the Regular Member he or she represents.

Regular Members obtain detailed project results from DIPPR Common Projects (see Article V.1) and any Elective Projects (see Article V.1) in which they participate. **Project results may only be used internally by DIPPR Regular Members.** Use of Project results by entities outside of the DIPPR Regular Member is not permitted unless the Regular Member has obtaining a license or sub-license from AIChE or its authorized dissemination agent(s) that permits such use.

Regular Members in good standing are entitled to use all past data generated by Common Projects since results from Common Projects are commingled and not separated out by the year they were obtained. A member is fully vested after 5 years. If DIPPR membership is discontinued after the 5-year time frame, the former member is fully vested in past data generated by Common Projects but may elect to enter into a sub-license agreement with DIPPR's dissemination agent(s) with a discount as calculated by Attachment B. If DIPPR membership is discontinued prior to the 5-year time frame, the ex-Member must (a) either represent in writing to DIPPR that all data obtained during the period of membership have been removed from use and are no longer available for use or (b) enter into a sub-license agreement with DIPPR's dissemination agent(s) for the Common Project(s) which will reflect the length of time the former member supported DIPPR (see Attachment B).

Regular Members obtain all the results generated during those years that they supported an Elective Project, unless these results are commingled with data from prior years in which case the rights of former Regular Members to use the data after membership is discontinued are as described above for Common Projects.

Associate Members: Entities other than (i) chemical producers, (ii) engineering contractors, (iii) chemical process industry related companies, (iv) other manufacturers, and (v) government agencies may petition the Administrative Committee (see Article IV.2) for Associate Membership. Such membership will have dues and rights as established by the Administrative Committee.

Emeritus Membership: Emeritus Membership may be conferred on Management Representatives, Technical Representatives and Associate Technical Representatives who retire in order to take advantage of their expertise. Emeritus Membership status must be approved by the Administrative Committee. The following rules shall apply:

- I. Requests for Emeritus Membership should be addressed to the Operations Manager and should include a statement that such membership would not result in any conflict of interest.
- II. To be eligible, a person must have served a minimum of five years as a Management Representative, Technical Representative or Associate Technical Representative. The individual must also be retired or no longer employed in the chemical process industries, or in any entity eligible for membership in DIPPR. Moderate amounts of consulting are not considered employment.
- III. Emeritus Membership status is effective until the Emeritus Member withdraws or is no longer eligible, or until the Emeritus Membership status is rescinded by the Administrative Committee.
- IV. No dues are required, but Emeritus Members are expected to volunteer a significant amount of time towards DIPPR activities such as compound reviews and new Member recruiting. In addition modest charges may be assessed for reproduction of project results. Expenses for meeting attendance are the responsibility of the Emeritus Member. If the Administrative Committee judges that the contributions of an Emeritus Member to DIPPR activities fail to meet the expectations listed above the status of Emeritus member may be revoked.
- V. An Emeritus Member may receive project results on a confidential basis after executing a secrecy and non-disclosure agreement between him/herself and AIChE, acting on behalf of DIPPR, in return for specific services rendered to the project, upon approval by the Technical Committee.

Article III.3. Dues

Dues for DIPPR Members shall be as established by the Administrative Committee. The dues for each Member shall be proportional to its Weighting Factor (see Article IV.2 Committee Responsibilities, Item IV), the basis of which is determined by the Administrative Committee each year before invoices are issued.

DIPPR Annual invoices will be issued on or about October 1st of the prior year. DIPPR dues for a given year are payable January 15th, net 30 days, or as specified by membership agreement.

At the discretion of the Administrative Committee, new Members of DIPPR may be granted introductory discounts and prorating of dues for partial year membership.

If a Member's dues are more that 60 days in arrears the Member shall be considered not in good standing and unless the Member has informed the Administrative Committee of the delay in payment and has requested and been granted an extension by majority vote of the Administrative Committee the Member's DIPPR benefits shall, by action of the Administrative Committee, be suspended. Suspension of benefits may include, but are not limited to, the right to receive research result and periodic database updates, suspension of access to the DIPPR secure website and suspension of voting privileges in DIPPR matters.

Article III.4. Change in Ownership or Control of Members; Divestitures; Acquisitions, etc.

If there is any change in control or ownership of a Regular Member or if a Regular Member acquires another entity the Regular Member must (a) disclose the pending changes to the Administrative Committee and (b) request the Administrative Committee for a reclassification of membership, Weighting Factor (see Article IV.2), and rights. If the Regular Member divests a portion of its business and the divested business wishes to continue to use results from DIPPR projects the divested business must apply for DIPPR membership in their own right but will be accorded the privileges enumerated in Appendix B reflecting years of DIPPR membership as an entity of the DIPPR Regular Member. The Administrative Committee has the responsibility for establishing DIPPR's policies regarding Mergers and Divestitures (see Article IV.2).

Changes in the status of Associate Members and Emeritus Members must be reported to the Administrative Committee.

Article III.5 Rejection or Termination of Membership by AIChE

AIChE has the sole right and discretion to reject an application for membership or to terminate the membership of any Member if AIChE believes that such potential Member or Member has (a) misused AIChE copyright or intellectual property, (b) violated DIPPR's guidelines for abiding by anti-trust statutes, or (c) not fulfilled any agreements it has made with AIChE.

Article IV: Organization

Article IV.1. General

Standing organizational units of DIPPR shall be the **Administrative Committee**, and the **Technical Committee**. The membership and responsibilities of these organizational units shall be as described in Articles IV.2 and IV.3. The Administrative Committee may also elect to establish an **Executive Committee** consisting of the Administrative Chair and Vice-Chair, the Technical Committee Chair, the Operations Manager and the Executive Director of AIChE to conduct DIPPR business that is required to be undertaken between regular meetings of the Administrative and Technical Committees.

The Committee Chairs and Project Steering Team Leaders (see Article IV.3) of DIPPR shall provide adequate notification to the members of their respective groups of the time, place and method of each meeting of their group, and shall preside at such meetings. A majority of the members of the Committee or Project Steering Team shall be required to constitute a quorum for the transaction of business at any meeting of the group. Each Committee or Project Steering Team shall meet as necessary to discharge its technical, budget (see Article V.2), and financial responsibilities. Meetings may be held by electronic methods at the discretion of the respective Committee Chair.

Article IV.2. Administrative Committee

Committee Structure: The Administrative Committee shall consist of Management Representatives, the Executive Director of AIChE, and other individuals upon approval by the Administrative Committee.

No Member may have more than one vote on the Administrative Committee.

The Administrative Committee shall elect, by a plurality of votes, a Chair and the Chair's nominee for Vice-Chair (both of whom must be Management Representatives) each for a two-year term, beginning January 1 of the year following the year in which they were elected and recommend these individuals to the AIChE Board of Directors for their approval.

The Chair of the Administrative Committee may serve no more than three successive two-year terms.

Committee Responsibilities shall be as follows:

- I. Be responsible to the AIChE Board of Directors and to the Members for the overall operation of DIPPR.
- II. Propose adoption of these Bylaws and any amendments thereto, subject to final approval by the AIChE Board of Directors, according to the procedures in Article VII.
- III. Recruit and recommend the Operations Manager (see Article IV.4), and any other operational staff as needed, for appointment by the AIChE Executive Director. The Chairman of the Administrative Committee, with agreement of the other Management Representatives on the Administrative Committee, shall periodically review the performance of the Operations Manager and any other operational staff, and shall recommend a budget for his/her/their annual compensation and expenses.
- IV. Approve annual Member Base Dues and assign each Member's Weighting Factor which is applied to the Base Dues in order to establish each Member's pro-rata share for DIPPR support (i.e. Member dues = Member Weighting Factor multiplied by Base Dues). The Administrative Committee establishes Weighting Factors based on type of business and scaled according to sales volume. Annual Weighting Factors are established by the Administrative Committee based on each Member's sales volume for the previous year as reported in the Member's annual report or other public sources of such data; in the event that such data is not publicly available the Administrative Committee will establish how the Weighting Factor will be determined.
- V. Establish the basis for, and administer the procedure for, selection and funding of Elective Projects (see Article V.1 and V.3).
- VI. Establish policies regarding on-going DIPPR membership rights in the event a DIPPR Regular Member is involved in any mergers or divestitures and adjust, as appropriate, rights and dues for Associate Members and Emeritus Members who have notified the Administrative Committee of a change in status (see Article III.4).
- VII. Solicit and obtain funding from other sources.
- VIII. Approve projects.
- IX. Recommend project budgets and project contracts for approval by the AIChE Board of Directors according to AIChE Contract Authorization Procedure.
- X. Monitor financial records and funding commitments to assure adequate cash flow and proper financial operation of DIPPR.
- XI. Appoint teams as necessary to handle business functions. The teams may include interested individuals associated with DIPPR in any capacity.

XII. Act on requests for Emeritus Membership status.

Other responsibilities: In addition, the Administrative Committee may elect to appoint an Advisory Committee, for a term established by the Administrative Committee, to advise on strategy and long-term DIPPR direction. The Advisory Committee shall consist of qualified and interested individuals, nominated by the Administrative Committee, the AIChE Director of Industry Technology Alliances and at his option, the Executive Director of AIChE. One of the Advisory Committee members shall be appointed Chair of the Advisory Committee upon recommendation of the Administrative Committee.

Article IV.3. Technical Committee

The Technical Committee shall consist of all Technical Representatives and Associate Technical Representatives.

No Member may have more than one vote in the Technical Committee.

Emeritus members may also attend and participate in Technical Committee meetings but do not have voting rights.

Committee Responsibilities shall be as follows:

- I. Direct the DIPPR technical program.
- II. Select a candidate for the position of Chair of the Technical Committee who shall serve as Chairperson of the Technical Committee according to the procedures set forth below.
- III. Appoint teams as necessary to handle technical functions. The teams may include interested individuals associated with DIPPR in any capacity.
- IV. Propose new projects.
- V. Appoint Project Steering Teams as may be required to initiate new projects and to monitor the progress of ongoing projects or groups of projects.
- VI. Recommend projects, project budgets, and project contracts to the Administrative Committee.
- VII. Assure adequate communication between Members, the Administrative Committee, the Operations Manager, AIChE staff, and the investigators performing project work.
- VIII. Ensure selection of project investigators, technical accomplishments, and proper reporting of project results, including dissemination to Members and to the public.

Chair of the Technical Committee: The Chair of the Technical Committee who must be a Technical Representative or Associate Technical Representative shall report to the Administrative Committee, and shall be responsible for the technical aspects of DIPPR.

The selection, appointment, duties and responsibilities of the Chair of the Technical Committee shall be as follows:

- I. Nomination and Election
 - a. The Administrative Committee shall seek nominations from its members and present such nominees to the Technical Committee who will then vote on the nominees with one vote per member.

- b. The Chair of the Technical Committee shall be determined by a plurality of votes cast by the Technical Committee members and will serve a renewable 2-year term beginning January 1 of the year following the year in which she/he was elected.

II. Duties and Responsibilities

- a. Chair the Technical Committee.
- b. Appoint interim committees and teams as necessary.
- c. Bring ideas and proposals for new projects to the Technical Committee.
- d. Organize and prepare project proposals and budgets for Technical Committee action.

Project Steering Teams: Project Steering Teams for Common projects (see Article V.1) shall consist of a Team Leader who is elected by the Project Steering Team and approved by the Administrative Committee. Project Steering Teams for Elective projects will include representatives of the project Members, who alone have voting rights. The Technical Committee may serve as the Project Steering Team for selected projects, or may establish Project Steering Teams for selected projects or groups of projects. Changes in the membership of each Project Steering Team shall become effective upon notification to the Chair of the Technical Committee by the Team Leader. All Project Steering Teams are part of the Technical Committee and are responsible to the Technical Committee for their work. Project Steering Team meetings may be held by electronic methods at the discretion of the respective Project Steering Team Chair.

Project Steering Team Responsibilities shall be as follows:

- I. Prepare a project description and budget for the project for submission to the Technical Committee and the Administrative Committee for approval and funding.
- II. Prepare requests for proposals to be sent to potential investigators.
- III. Evaluate proposals.
- IV. Select project investigators and recommend project investigators and contracts to the Technical Committee.
- V. Monitor research conducted under contracts.
- VI. Review and recommend reports, publications, and other project results for dissemination.

Emeritus Members may participate on any Project Steering Teams and receive project results, provided that approval is given by the Chair of the Technical Committee.

Use of Advisors: The Technical Committee and Project Steering Teams may make use of non-DIPPR advisors who have expertise which would be useful to DIPPR projects. Such advisors are appointed by the Chair of the Technical Committee with the approval of the Technical Committee. An advisor may receive project results on a confidential basis after executing a secrecy and non-disclosure agreement between him/herself and AIChE acting on behalf of DIPPR in return for specific services rendered to the project, upon approval by the Technical Committee.

Article IV. 4. Operations Manager

The Operations Manager, either employed by AIChE or as an independent contractor, shall report to the Administrative Committee and to the Executive Director of AIChE, and shall be responsible for the day-to-day business of DIPPR. The selection, appointment, duties and responsibilities of the Operations Manager shall be as follows:

I. Selection and Appointment

- a. The Administrative Committee shall appoint a Search Committee consisting of two Management Representatives and two Technical Representatives.
- b. The Search Committee shall recommend a candidate to the Administrative Committee and the Technical Committee.
- c. The candidate shall be confirmed by majority vote of the Administrative Committee
- d. The candidate shall be approved by the AIChE Executive Director.

II. Duties and Responsibilities

- a. Work closely with the AIChE staff and Administrative Committee Chair in coordinating DIPPR meetings and activities.
- b. Coordinate interaction with other AIChE Industry Technology Alliances, professional societies, and other organizations.
- c. Draft membership agreements, contracts for service, permission authorizations, and other agreements for review and approval by the AIChE Executive Director.
- d. Publicize the opportunities and accomplishments of DIPPR.
- e. Help recruit new Members and sell current Members on the value of DIPPR Membership.
- f. Help improve current DIPPR products and create new ones.
- g. Enhance DIPPR's image, membership, and income from sales of its products.

III. Compensation

The DIPPR Operations Manager shall be compensated in accord with the prevailing rate for the scope of work and responsibilities undertaken. Expenses incurred in carrying out the duties and responsibilities of the function will be reimbursed.

IV. Limitations

The DIPPR Operations Manager is not authorized to enter into agreements on behalf of DIPPR or AIChE except as authorized by the Executive Director of AIChE. Such authorization can be granted on a case-by-case basis.

Article V: Projects

Article V.1. Project Classification

Projects funded from DIPPR member dues shall be classified as Common projects. Projects of limited interest, supported by one or more DIPPR Members, and funded by the procedures established by the Administrative Committee, shall be classified as Elective projects. The Technical Committee makes recommendations to the Administrative Committee regarding project classification (Common or Elective) and may change their recommendation of project classification at any time, to be effective at the time of change in the source of project funding. The Administrative Committee must ratify the Technical Committee's recommendations, by a two-thirds majority of the votes cast..

Article V.2. Project Budgets and Re-Forecasts

Project Steering Teams or the Chair of the Technical Committee shall propose an annual budget to the Technical Committee for each DIPPR project for their recommendation to the Administrative Committee. Preliminary budgets for the following year should be proposed by July 1, and final budgets, approved by the Administrative Committee based on availability of funds, submitted to AIChE for approval by their Board of Directors at their Annual Meeting in November, by August 1.

Budget re-forecasts for the current year should be submitted by June 1 as well as by November 1. Any changes in project budgets made through the re-forecasting procedures are subject to approval by the Technical Committee, the Administrative Committee, and Board of Directors of AIChE.

Article V.3. Project Approval

Approval for each project, either Common or Elective, is obtained first by majority vote of the Technical Committee to recommend the project and its budget to the Administrative Committee, followed by approval of the Administrative Committee by majority vote within 90 days. For Elective projects approval by affirmative vote of the Management Representatives electing to sponsor a desired project, as determined by the procedures established by the Administrative Committee, is also required.

Article V.4. Other Sources of Funding

Portions of the funding for projects each year may be provided from other sources but must be first approved by majority vote of the Administrative Committee.

Article V.5. Project Contracts

Project contractors shall be selected by a competitive bidding, or other review process, established by the Administrative Committee in accordance with AIChE policies. In the event that only one suitable contractor is found, the Project Steering Team shall use reasonable measures to ensure that the contractor offers service at a competitive price. The Project Steering Team shall establish a contractor selection committee to develop objective selection criteria and recommend contractors for Administrative Committee approval. Each project contract executed by AIChE on behalf of DIPPR shall contain an appropriate clause requiring the contractor to indemnify and hold harmless AIChE and all DIPPR Members from and against all liability, loss, cost, expense, damage, claims, or demands on account of injuries (including

death) to contractor's employees or third parties, and loss of or damage to contractor's property or that of its employees or third parties, arising out of or resulting in any manner from or occurring in connection with the DIPPR work.

In instances where there is considerable risk or limitations are imposed by applicable law, AIChE and DIPPR will require from the contractor inclusion by certificate issued to AIChE/DIPPR as Certificate Holder under the contractor's standard insurance coverage for workmen's compensation, commercial comprehensive and medical bodily injury and property damage liability, including automobile and vehicle, insurance for any occurrence arising out of or in connection with the project.

Final authority for the execution of contracts shall reside with the Executive Director of AIChE, who may delegate this authority from time to time, and who shall have authority to approve any deviation from the requirements delineated in this Article.

Article VI: Dissemination of Project Results

Article VI.1. Publication

All DIPPR project results will be made available to the public, either through AIChE or via other dissemination mechanisms with permission of AIChE. Publication or other open dissemination will follow appropriate review by the Technical Committee and their subsequent recommendation to the Administrative Committee as to which results should be made available to the public and the appropriate timing of such release in order to provide lead time for DIPPR Members for Common Projects or for the project Members for Elective Projects, to use the project results only within their own organizations as detailed in Article III.2. The final decision on dissemination to the public is the responsibility of the Administrative Committee. Project results shall not be disseminated to the public except by written agreement between the publisher and AIChE.

Article VI.2. Confidential Data Transfers

Upon approval by the Technical Committee, a project investigator may exchange selected project results on a confidential basis with investigators of other DIPPR projects according to the procedures below. Upon approval by the Technical Committee and the Administrative Committee a project investigator may exchange selected project results on a confidential basis with other researchers for data or information of value to the project according to the procedures below.

Prior to the exchange of any project results the recipient shall execute a confidentiality and non-disclosure agreement with AIChE, acting on behalf of DIPPR, and approved by the AIChE Executive Director indicating that project results shall be for confidential use by the recipient investigator, who may neither preempt publication by the originating project nor disseminate such information to others, except that after the results are released to the public, they may be included with project results of the recipient project.

Article VI.3. Distribution of Dissemination Income

Net income derived from dissemination of project results shall be allocated by the Administrative Committee to DIPPR Projects.

Article VII: Amendments

Proposals from members of the AIChE Board of Directors, the Administrative Committee, or the Technical Committee for amendment of these Bylaws shall be made to and considered by the Administrative Committee and voted on no later than six months from receipt. Proposals to the AIChE Board of Directors for adoption or amendment of these Bylaws shall require a two-thirds majority of the votes cast by the Administrative Committee's Management Representatives. A copy of each amendment shall be provided to each Management Representative and to each Technical Representative at least thirty days in advance of the deadline date for voting.

These Bylaws and all amendments thereto are subject to approval by the AIChE Board of Directors.

ATTACHMENT A

Dissemination Contracts Pertaining to Article II.3

Brigham Young University – Revised Database Dissemination Agreement of 15 March 2004 making BYU nonexclusive Primary Distributor of Project 801 Database. Term is three years, renewable by mutual consent.

EPCON – non-exclusive agreement for Project ESP/911 dated February 27, 2006 and addendum dated April 17, 2006 (Addendum says agreement is dated March 1, 2006). Term is 60 months subject to certain termination provisions regarding payments and deliverables.

Knovel – Content Conversion License and Electronic Sale and Distribution Agreement dated February 7, 2003 and Amendment of July 1, 2005. Initial term of three years with automatic one year renewals unless either party gives notice at least 90 days before end of renewal term.

Other Dissemination Contracts that do Not Pertain to Article II.3

Expired Contracts:

Taylor & Francis – Memorandum of Agreement dated September 6, 1988 for dissemination of various hard copy DIPPR publications was terminated February 26, 2004 by letter agreement.

CAS – DIPPR database dissemination on STN® International effective January 1, 1994 was terminated on April 30th 2006 via letter of January 27th 2006 from CAS to DIPPR.

Technical Data Services – Dissemination of DIPPR Evaluated Process Design Data Database (801) effective January 16, 2003 for a four year term from time database is placed on-line by TDS. Termination by breach (30 days) or convenience (120 days notification). Right to maintain on-line access to last data update received for one year after termination notification.

ATTACHMENT B

Common Project Sub-License Rights on Termination of DIPPR Membership

Common Project Sub-License Fee Discount Factor:

The following Discount will apply for DIPPR Members terminating their membership and wishing to retain use of DIPPR results by entering into a sub-license agreement with AIChE or its dissemination agent for a Common Project:

Discount Factor (%) = [Average Weighting Factor as DIPPR Member/Current Weighting Factor] X Years of Continuous DIPPR Membership ⁽¹⁾ X 5% X Vesting Fraction ⁽²⁾

Maximum Discount Factor = 50%

Notes:

(1) If a Member drops membership and then elects to rejoin at a later date credit will be given for prior years of membership so long as the Member signs a 3 year membership commitment upon rejoining.

(2) Vesting Fraction:

Years of Membership	Vesting Fraction
1	0.1
2	0.25
3	0.50
4	0.75
5	1.00

However, if DIPPR is sunset for any of the reasons in the bylaws the vesting schedule is waived for DIPPR Members in good standing as of the date of sun-setting and who have been Members for at least two years.

