

# Waste Equipment Technology Association WASTEC Manufacturer Sales Data (MDS) Program PARTICIPATION AGREEMENT

The undersigned firm agrees to actively participate in the Manufacturer Sales Data(MDS) Program of the Waste Equipment Technology Association ("WASTEC", or "The Association"), a part of the Environmental Industry Associations ("EIA"), in accordance with the following terms:

## **Section 1 -- Signed Agreement.**

Participants must submit the signed original agreement to Bond Beebe, 4600 East-West Highway, Suite 900, Bethesda, MD 20814-3423. In addition, participants must submit the separate signed copy of the agreement to the Waste Equipment Technology Association, 4301 Connecticut Ave., NW, Suite 300, Washington, DC 20008.

***Note: The Administrator will provide electronic forms for data submission. New participants must submit the four (4) quarter Initial Data Report in place of the first Quarterly Data Report in all product lines which it manufactures. If a company has not been manufacturing products for the last four quarters, it must submit all quarters available. If fewer than four quarters of data are available, product line reports will not be produced for the participant until it has submitted four quarters of data.***

## **Section 2 -- Description.**

The Production Statistics Program reporting period will cover the most recent quarter and the previous four (4) quarters. Bond Beebe, Inc. (hereinafter "the Administrator") will collect, compile, and report production data. ***All data submitted to the Administrator will be held in strict confidence.***

## **Section 3 -- Data Sufficiency.**

The Administrator will not report unit data in a product line unless at least four companies have submitted such data. If fewer than four companies have submitted data, the Administrator must obtain authorization from the companies that have submitted data in order to report data in that category. If in the professional opinion of the Administrator, the raw data submitted for a particular product line raises a question of market dominance, then the Administrator will not release unit production data for that product line, unless authorized in writing by the company with market dominance. If **not** authorized by the participant with market dominance, the Administrator may report percentage changes in that category relative to the base quarter.

## **Section 4 -- Role of EIA/WASTEC.**

WASTEC will function as the MDS Program coordinator between the Administrator and WASTEC's Market Statistics Project Working Group (PWG). Neither the Environmental Industry Associations nor WASTEC will have access to any raw data or any report that has not been specifically authorized by the PWG. WASTEC may circulate certain summary data reports to members of the Association as specifically authorized by the PWG. The Executive Vice President of WASTEC will be permitted to know which companies are participating in the program and which companies are reporting in each category.

## **Section 5 -- Data Submission.**

The undersigned firm agrees to submit production data, in accordance with program's design specifications, for products that it manufactures and ships to the North American market (i.e., United States, Canada, and Mexico), including all sales of its divisions and subsidiaries. All data shall be submitted directly to the program Administrator. Sales to original equipment manufacturers (OEMs) shall be excluded from the data submitted. The undersigned agrees to submit data on Quarterly Data Reports as sent by the Administrator.

## **Section 6 -- Eligibility.**

The undersigned understands and agrees that participation in the WASTEC MDS Program is available only to WASTEC members. Participants will receive detailed reports only for product sub-categories in which it submits data. The undersigned agrees not to disclose voluntarily, or cause to be disclosed, the reports to any other company, agency, or individual that is not an eligible participant in the program. The undersigned understands

and agrees that there may be quarters during which no sales will be reported; however, the WASTEC Market Statistics Project Working Group will review any circumstances where there are more than two successive months of no sales reported to determine whether a company should remain enrolled in the program. Failure to maintain membership in good standing will terminate participation in the program.

**Section 7 -- Designation of Firm Representative Point of Contact.**

In order to ensure program quality and continuity, the undersigned agrees to designate a primary company representative as the Point of Contact who will be responsible for regularly obtaining, reviewing, and submitting the requested production data in accordance with program design. An alternate company representative also shall be designated. Both primary and alternate representatives shall have ready access to reliable data, be available to ensure that accurate data is provided in a timely manner, and shall have the requisite responsibility and authority to coordinate within and among company departments providing data, and with the Administrator and WASTEC Market Statistics PWG representatives.

**Section 8 -- Program Continuation.**

The continuation of the MDS Program is contingent upon the recommendations of the Market Statistics PWG and approval by the Board of Governors of the Waste Equipment Technology Association.

**Section 9 -- Dispute Resolution.**

The undersigned agrees that any discrepancies or issues, if not resolved informally among participants, shall be referred in writing to the Chairman of the WASTEC Statistics Project Working Group for resolution, with a right of appeal to the WASTEC Board of Governors, whose decision and disposition will be binding upon the program participants.

Agreed to:

By: \s\

Date: \_\_\_\_\_

Name & Title (Primary) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Name & Title (Alternate) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company & Subsidiaries \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**REMIT THE AGREEMENT ONLY TO:**

WASTEC Program Manager  
c/o WASTEC  
4301 Connecticut Avenue, N.W.  
Washington, DC 20008  
Fax: 1-202-966-4824  
Email: technical@wastec.org