

Registration for Texas Engineering Experiment Station (“TEES”)
Warehouse Performance Self-Assessment and
Benchmarking Project (“the Project”)

Please review, **sign and date** the attached registration document and fax it along with a copy of this cover letter to:

Attention: Angela Bole
Marketing and Communications Manager
Book Industry Study Group, Inc.
Phone: (646) 336-7141
Email: angela@bisg.org

Fax #: (646) 336-6214

Follow-up information, including your pass code for the Warehouse Performance Self-Assessment and Benchmarking Project, will be emailed to you within 2-3 business days once your registration document is received

The following information is required:

Company Name: _____

Contact Person: _____

Contact Phone: _____

Contact Email: _____

Registration for Texas Engineering Experiment Station (“TEES”)
Warehouse Performance Self-Assessment and
Benchmarking Project (“the Project”)

The undersigned desires to participate in the Project organized by the Book Industry Study Group, Inc. (“BISG”) with respect to the iDEAs tool, on the terms and conditions set forth below:

1. The undersigned hereby registers as a participant (“Participant”) in the Project for a period of 12 months and agrees to pay to BISG \$950 therefor. This registration shall be automatically renewed on each anniversary date thereafter unless Participant notifies BISG prior to such renewal date. The annual registration fee may be increased by BISG on 30 days’ notice. Participant may withdraw from the Project at any time, but the current registration fee shall not be refunded.
2. Participant shall input its data into the Project, as requested by TEES, and this data shall be true and complete to the best of its knowledge. Participant shall be entitled to access reports made available by the Project.
3. Attached hereto are the confidentiality provisions from the agreement between TEES and BISG, which apply to data input by participants.
4. The aggregate liability of TEES and BISG to Participant from all claims, demands or actions arising out of or relating to the Project, the services to be performed and any deliverables resulting therefrom, shall not exceed the amount of the annual registration fee. Without limiting the foregoing, in no event shall TEES or BISG be liable for any business expense, machine down time, loss of profits, any incidental, special, exemplary or consequential damages, or any claims or demands brought against Participant, even if TEES or BISG has been advised of the possibility of such claims or demands. The foregoing limitations of liability, damages and claims are intended to survive termination of this registration.

Dated: _____

(Print Name)

(Title)

(Company Name)

(Signature)

TEXAS ENGINEERING EXPERIMENT STATION

Excerpt from Fixed Price Research Project Agreement

THIS AGREEMENT is made by and between the **TEXAS ENGINEERING EXPERIMENT STATION**, a member of the Texas A&M University System and an agency of the State of Texas, having its principal offices at 3000 TAMU, College Station, Texas 77843-3000, (hereinafter known as "TEES") and **BOOK INDUSTRY STUDY GROUP, INC.** a non-profit corporation having an office and place of business at 19 West 21st St, Suite 905, New York, N.Y. 10010 (hereinafter known as "COMPANY").

Section 7. Confidentiality.

7.1 Both parties agree that information will be disclosed between TEES and COMPANY that is commercially valuable to the disclosing party and not generally known in its industry of principal use, (Confidential Information), pursuant to TEES' performance of the Research Project. Written information exchanged hereunder shall be considered Confidential Information for the purposes of this Agreement if such information is clearly marked with an appropriate stamp or legend as Confidential Information. All data input into the program by COMPANY's members shall be deemed Confidential Information unless noted otherwise. Nonwritten information exchanged hereunder shall only be considered Confidential Information if, at the time of disclosure, the information being disclosed is identified as proprietary and the disclosing party provides the receiving party with a writing which clearly identifies the nature and content of the disclosed information within 20 days after such disclosure. Each party agrees to keep all Confidential Information confidential for a period of five (5) years from the date of initial disclosure. Each party shall protect and avoid disclosure of Confidential Information with the same degree of care it uses to protect its own Confidential Information. The obligation of nondisclosure shall not apply if:

- a) such information is, at the time of disclosure in the public domain or such information thereafter becomes a part of the public domain without a breach of this agreement by either party; or
- b) such information is known to the receiving party at the time of disclosure; or
- c) such information is independently developed by the receiving party; or
- d) such information is received by the receiving party from a third party who had a lawful right to disclose such information to the receiving party; or
- e) such information is disclosed with the written approval of the parties other than as may be provided herein; or
- f) such information is obligated to be produced by the receiving party under the order of a court of competent jurisdiction or as required by law.