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safety glazing certification council

**STANDARD LICENSE AGREEMENT FOR CERTIFICATION UNDER THE SGCC®
CERTIFICATION PROGRAM FOR SAFETY GLAZING MATERIALS USED IN BUILDINGS
(SD-30)**

(as revised effective August 12, 2019 and constituting the successor effective agreement, pursuant to the terms herein, for all preceding fully-executed SGCC® Certification Program license agreements)

This Agreement, made this _____ day of _____, 20____, by and between Administrative Management Systems, Inc. (AMS), a New York corporation (hereinafter called "ADMINISTRATOR" or "CERTIFICATION BODY" or "LICENSOR") and Safety Glazing Certification Council, Inc. (SGCC®), (hereinafter "PROGRAM SPONSOR" or "LICENSOR"), an Illinois not-for-profit tax-exempt corporation each having their office at 205 West Main St. P.O. Box 730, Sackets Harbor, NY 13685, and (legal entity) _____ having its principal office at (location) _____, (hereinafter called "LICENSEE"), hereby provides as follows:

WITNESSETH:

1. WHEREAS, AMS is the Certification Body, Administrator and Licensor for the certification program noted below and as designated in the attached addendum(s) and hereinafter referred to as the Certification Program, sponsored by SGCC for Safety Glazing Materials Used in Buildings and for all architectural purposes, which will provide for (1) the validation of a manufacturer's certification of such products by means of independent laboratory testing and evaluation to the requirements of applicable Specification(s), Test Method(s), Standards, and under the further terms and conditions of the Certification Program set forth in this Agreement and the Program's Procedural Guide, and also providing for (2) the stipulation by each such manufacturer that the manufacturer maintains a quality assurance program which covers the production of all the units to which this agreement refers; and
2. WHEREAS, the term "Safety Glazing Certification Program(s)" as used herein refers to the safety glazing materials certification program as designated and described in greater detail in the Addendum(s) which are attachment(s) to this Standard License Agreement and hereby made a part thereof;
3. WHEREAS, the responsibilities of the Administrator and Program Sponsor are limited to the tasks set forth in this Certification Program Standard License Agreement and any requirements as may be necessary to maintain accreditation to applicable standards; Administrator and Program Sponsor do not endorse, warrant, or guarantee products validated or certified under the Certification Program, and
4. WHEREAS, Administrator and Program Sponsor are willing to accept participation in said Certification Program by all manufacturers of Safety Glazing Materials under the terms set forth herein; and
5. WHEREAS, SGCC is the Program Sponsor, Licensor, and the uncontested sole owner of the designated program mark and label SGCC® and has licensed Administrator (AMS), pursuant to a Certification and Administration Service Agreement, to use said marks in connection with the Safety Glazing Certification Program, including

sublicensing said marks to qualified Licensees for use on their certified safety glazing materials; and
6. WHEREAS, the Administrator and Program Sponsor may contract for services with independent laboratories which have signed and meet the requirements of the Testing Laboratory Agreement, and with auditors and other service providers deemed necessary for the operation of the program who have entered into a valid agreement, and meet the applicable requirements of the Program; and
7. WHEREAS, the Program Sponsor shall appoint a "Certification Committee" which shall be structured and operate in accordance with the requirements of the SGCC® By-laws: meetings of this committee shall be called by the Chairman of the Certification Committee at least once each year; and
8. WHEREAS, the procedural guide shall be adhered to by the Administrator, Program Sponsor and the Licensee; and
9. WHEREAS, the Administrator shall conduct all aspects of the program in accordance with standards and accreditation requirements that may be identified by the certification program, this license agreement, the procedural guide and program documents and procedures; and
10. WHEREAS, Licensee is willing to participate in and support said Program under the terms and conditions set forth in this Agreement.

Therefore, be it
RESOLVED, that it is agreed by and between the parties hereto as follows:

LICENSEE:

A.1) Shall sign this Agreement by providing the signature of its corporate officer or authorized employee.
A.2) Shall allow the Administrator's representative, and observers from accreditation bodies or program sponsor without prior notice, free access at any time during regular business hours, to Licensee's place of manufacture of Safety Glazing Materials certified hereunder and to witness the manufacture of samples which are to be tested for compliance with the requirements, including investigations of

complaints. Licensee's refusal to permit access for audit purposes hereunder is cause for removal of its entire product listing from the Certified Products Directory and the withdrawal of its rights to affix Certification Marks/Labels thereto. Acceptable reasons for not permitting entrance for audits would include strikes, acts of God, and circumstances beyond immediate control of the manufacturer. Areas which may have been set aside for research or prototype development may be restricted. It is understood that the Administrator or his representative shall be allowed to pick up samples from the open market for audit or testing, provided, however, that said samples accurately represent licensee's current production practices. It is understood that tests will be made on each product to be certified and that said tests will be made at the laboratory selected by the Licensee from the approved list and in accordance with Program Guidelines. Administrator will notify the Licensee of compliance or non-compliance. It is further understood that routine expense of sampling and testing will be borne by the Licensee. The Administrator will charge each Licensee accordingly and so contract for applicable services. Expenses for packaging, shipping, and purchasing of glass for testing will also be borne by the Licensee.

A.3) Shall affix to each of its certified products the permanent Certification Mark/Label assigned by the Administrator:

- a) Only at the time and place of manufacture; and
- b) Only to Safety Glazing Materials of Licensee's own manufacture, which have been so approved by the Administrator.

A.4) Shall not sell, transfer or otherwise dispose of Certification Mark/Labels in any manner other than affixing to Licensee's certified production.

A.5) Shall not affix hereafter the Certification Program registered mark, or Licensee's Certification Mark/Label registered with Administrator, to any product from which certification has been withdrawn or which is produced with a process basically different from the one used when certification was obtained.

A.6) Shall upon a finding by the Administrator that a certified product of Licensee has been changed, have thirty (30) days in which to submit a request for waiver of retest or submit a sample of the changed product for retest at Licensee's expense, if so directed. Failure of Licensee to act as required immediately above shall constitute due cause for exclusion of this product from the program.

A.7) May withdraw a certified product from the Program by written declaration and request for removal of said product from the Administrator's listing signed by the authorized representative of the Licensee.

A.8) Shall use all practical means at its command continuously to assure that its products hereunder certified fully comply with the Specification requirements, and are manufactured in the same manner as test specimens, and are subject to a quality assurance program maintained by Licensee, and Licensee shall so stipulate to the Administrator's representatives during the periodic visits of said representatives to Licensee's facilities, or when otherwise requested by the Administrator. Licensee shall also fulfil the certification requirements, including implementing appropriate changes when they are communicated by the Administrator; if the certification applies to ongoing production, the certified product continues to fulfil the product requirements in accordance with Program Guidelines.

A.9) Shall refrain from using terms implying or claiming certification, validation, accreditation, or the like in connection with advertising referring to products which have not been certified, or from which validation of certification claim has been suspended, withdrawn, or terminated.

A.10) In connection with the advertising of products which the Administrator has approved and granted a certification number or mark/label, the Licensee must use the following concepts as guidelines: AMS is the Certification Body or certifier, SGCC® is the Certification Program Sponsor. Licensee (Manufacturer) certifies that the product is the same as the product which has been tested. Administrator validates the test results through Audits according to the certification Program Guidelines.

A.11) Shall abide by the decision of the Administrator as to the conformance or non-conformance of Licensee's products with the requirements of the Certification Program, determined in accordance with the requirements of the specification testing and quality assurance requirements as defined by the Certification Program. It is understood that the Administrator shall be the sole judge of conformance or non-conformance with the Specifications applicable to the Certification Program, for purposes of Administrator's validation of Licensee's certification of such a product under this Program. Where questions involving interpretation, appeals or complaints arise the applicable Program Guidelines shall be followed.

A.12) Agrees that notice regarding the status of any of its certified products shall be carried in the Certified Products Directory maintained by Administrator on behalf of Program Sponsor.

A.13) Shall pay the participation fees shown in the Schedule of Fees, current version, upon signing of this Agreement and at each regular renewal thereof. It is understood, that this Schedule of Fees may be changed from time to time by the Administrator and Program Sponsor.

A.14) Agrees that the Administrator may, at its discretion, use any and all data, exclusive of Licensee's Company name, address, proprietary product designation or any other information which may provide clues as to the manufacture of the products, for the purpose of comparing test methods and correlating test methods with field performance.

A.15) Shall legibly and permanently mark or label each certified product in accordance with the current label requirements of the certification program, which may be changed from time to time.

A.16) Shall furnish Administrator with any information regarding its product as may be necessary to properly identify Licensee's Certified Product for listing in the Certified Products Directory.

A.17) The Licensee shall not reference its product certification in a manner as to bring the Administrator or Program Sponsor into disrepute and shall not make statements regarding its product certification that may be considered misleading or unauthorized. If certification documents are provided to others, the documents shall be reproduced in their entirety.

A.18) Shall abide by and comply with all procedural details which the Administrator and Program Sponsor may prescribe for the implementation of the Certification Program, provided that such procedural details are not inconsistent with the provisions and purposes of this License Agreement.

A.19) Shall have the right, at its option, to designate a nominee from Licensee's organization for consideration for appointment to the SGCC® Certification Committee.

A.20) Shall notify Administrator without delay, of any changes that may affect its ability to conform with the Certification Program requirements;

A.21) Shall in making reference to product certification in communication media such as documents, brochures, or advertising, including websites, comply with Certification Program requirements;

A.22) Shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes the records available to the Administrator when requested, and

- 1) Take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- 2) Document the actions taken

ADMINISTRATOR AND PROGRAM SPONSOR:

B.1) Shall prepare and publish at least twice each year, with such interim supplements as may be desirable, a Certified Products Directory (hard copy and/or electronic) containing a listing of the certified safety glazing materials which have been found by testing and audit of quality assurance programs to be in compliance with each required specification for each Licensee then in good standing with Administrator and Program Sponsor. This directory shall include the Licensee's assigned certification number, name, location and product certification status.

B.2) Shall promptly distribute (hard copy and/or electronic) substantial quantities of each Directory and supplement to door, sash, and building products manufacturers, glazing contractors, home builders, architects, regulatory agencies and code-making groups, and publicize the Directory to trade publications.

B.3) Shall provide and maintain a list of approved laboratories qualified to perform tests required hereunder and to authorize tests herewith specified. Said list of approved laboratories is to be developed by the SGCC® Certification Committee.

B.4) Shall prepare and maintain a procedural guide including certification guidelines, interpretations, label requirements, and standard forms which may be adopted for use with the Licensee and the approved laboratories in connection with the operation and program requirements of the Certification Program, including the testing and quality assurance requirements thereof.

B.5) Shall hold all test reports and correspondence with Licensees and others, relating to Licensee's products or tests, in strict confidence, except for communication necessary to effect proper listing in the Certified Products Directory, communication necessary to affect any program approvals or accreditation, as required by law, or in communication with legal counsel.

B.6) Shall only list products that meet Program Guidelines and shall only list in or remove from the Certified Products Directory any product or Licensee except on due notification in writing from an authorized representative of the Licensee or because Licensee fails to pay applicable fees as provided in the most current Schedule of Fees.

B.7) Shall administer the Certification Program to provide and authorize all sampling and testing, review and approve test data, perform periodic evaluations or other duties and functions herein provided for including granting maintaining, extending, suspending or withdrawing certification.

B.8) Does hereby license Licensee to use the program mark and label SGCC® on Licensee's registered Certification Program marks/labels which are permitted by Administrator to be affixed to the Safety Glazing Materials complying with the pertinent requirements of the Certification Program.

IT IS FURTHER AGREED THAT:

C.1) A certification test hereunder denotes and is limited to a test in accordance with the requirements of the appropriate specifications and related test methods.

C.2) Each branch or affiliated plant of each Licensee manufacturer must be registered individually, and products therefrom tested and certified separately and apart from products manufactured in other plants or branches of any Licensee manufacturer.

C.3) A procedure exists for handling appeals and complaints and may include complaints of non-conformance which provides for samples of like product to be provided by Licensee in a specified manner for repetition of tests within thirty (30) days, the total cost of which, including test specimens, is to be borne by the complainant, unless the test proves non-conformance, in which case the costs will be borne by the Licensee; tests are to be initiated by the Administrator promptly upon receipt of a complaint in writing along with the appropriate surety deposit. Complaints and Appeals regarding the Certification Program that cannot be resolved by Administrator shall be resolved by the Program Sponsor.

C.4) This agreement shall become effective on the date of signing and shall extend for a period of 12 months and shall be renewed automatically for successive periods of 12 months each, and remain in effect unless Administrator, Program Sponsor or Licensee, at least sixty (60) days prior to the date of expiration, gives notice in writing that cancellation or termination is requested (which shall be deemed agreed and effective at the conclusion of said notice period) and unless revoked and terminated by Administrator or Program Sponsor for causes set forth in this Agreement and in accordance with procedures set forth in the Agreement and the Certification Program Procedural Guide.

C.5) If this agreement is terminated, then upon the effective date of such termination, Licensee shall:

- a) Not affix the registered quality Certification Mark/Labels to any product which Licensee shall thereafter manufacture; and
- b) Make no further reference to, or use of, Administrator's certification or Program Sponsor's Certification Program or registered Certification Mark/Labels as used earlier in the Certification Program.

C.6) Administrator, in the event it shall be necessary to exclude Licensee from participation in the Certification Program in accordance with the provisions hereof, may do so by giving Licensee thirty (30) days written notice of Administrator's termination of the License Agreement.

C.7) The interpretation of this agreement and the parties' performance thereunder shall be governed by the laws of the State of Illinois. Any dispute, claim or controversy arising out of or relating to this License Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively and finally resolved by binding arbitration in accordance with the Rules of the American Arbitration Association and under the laws of the State of Illinois conducted without delay in the City of Chicago, Illinois, before a single arbitrator skilled in the business, legal, and technical aspects of the issues to be arbitrated. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. All costs and expenses associated with the arbitration shall be borne by the Licensee.

C.8) In the event any part or parts of this Agreement are found to be void, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted.

C.9) The use of any Mark/Label governed by this Agreement on any unqualified product, or the use of any such Mark/Label by a manufacturing or assembly or other facility other than that registered will not be permitted by the Licensee, its employees, its representatives, and its agents. If the use of any Mark/Label in contravention of this Agreement is discovered, after a review by the Certification Committee, the Administrator and Program Sponsor will have cause to institute or seek all or any of the following actions: a) Revocation of license; b) Imposition of an award in favor of Administrator or Program Sponsor of liquidated damages of five thousand dollars (\$5,000); c) Legal action preventing the Licensee from having the applicable Mark/Labels printed, attached, or used in any manner by Licensee, with the entire cost of such legal action to be borne by the Licensee.

C.10) In the event Administrator promptly notified all those to whom it has sent the then most recent issue of the Certified Products Directory or supplement thereto, as well as the National Better Business Bureau and the trade press, regarding any incorrect listing or reference to Licensee's product(s) published in any Certified Products Directory, supplement thereto, or elsewhere, Licensee agrees not to hold Administrator or Program Sponsor liable in any way for any damage caused by such incorrect listing or reference, unless such damage was the result of an intentional tort, willful act or gross negligence by Administrator or Program Sponsor.

C.11) Licensee shall indemnify and hold Administrator and Program Sponsor harmless as to any expense whatsoever for, or incurred in connection with, any claims, losses, or defense of claims or losses, which may be asserted by a third party against Administrator and Program Sponsor by reason of this Agreement and services performed hereunder,

C.12) No party to this agreement shall make use of any other party's trademarks, trade names or name in any manner without the prior written approval of the other provided each party hereby authorizes the other, during the term of this Agreement, to state that the Licensee is a participant in this Certification Program.

C.13) The Licensee shall pay to Program Sponsor and Administrator, reasonable attorney's fees, including attorney's fees for services in appellate proceedings, occasioned by reason of Licensee's breach of any of the terms of this agreement, whether suit is commenced or not. THIS LICENSE AGREEMENT may not be transferred, assigned, or otherwise disposed of to any other company, individual, or successor company without the express prior written consent of the Licensee, Administrator, and Program Sponsor.

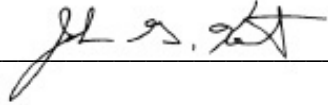
predecessor SGCC® License Agreement, in the form executed between the parties, if Administrator, Program Sponsor and Licensee have executed any such predecessor SGCC® License Agreement. If such a predecessor agreement was executed, that predecessor agreement is hereby cancelled, by mutual agreement, effective as of execution of THIS AGREEMENT (which is a successor standard agreement to the earlier SGCC® Standard License Agreement), with the 60-day notice of cancellation period for the predecessor agreement hereby waived by Licensee.

By mutual agreement of Licensee, Administrator, and Program Sponsor, THIS AGREEMENT supersedes and replaces the

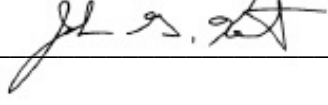
LICENSEE: Company _____
Street Address _____
City, State and Zip _____
Telephone Number _____

Signed By _____ Title _____
(Corporate Officer or Authorized Employee)
E-Mail Address: _____ Date _____

ADMINISTRATOR/CERTIFICATION BODY/LICENSOR: Administrative Management Systems, Inc. (AMS)

Signed By  _____ Title President
Date 08/12/2019

PROGRAM SPONSOR/LICENSOR: Safety Glazing Certification Council, Inc. (SGCC®)

Signed By  _____ Title Administrative Manager
Date 08/12/2019

AMS/SGCC
P.O. 730 205 West Main St.
Sackets Harbor, NY 13685
Telephone: (315) 646-2234 E-mail: staff@amscert.com

*A COPY SIGNED BY ADMINISTRATOR AND PROGRAM SPONSOR WILL BE RETURNED TO LICENSEE.

Addendum

Where referenced “Safety Glazing Certification Program” refers to the below certification programs.

SGCC® Certification Program

The SGCC - AMS Certification and Administration Service Agreement names Safety Glazing Certification Council (SGCC®) responsible for governance of SGCC® Certification Program. As such, the following responsibilities for the SGCC® Certification Program are:

Program Sponsor: SGCC® Safety Glazing Certification Council
Program Administrator and Certification Body: Administrative Management Systems, Inc.

Relevant and Applicable Requirements:
SGCC® Procedural Guide and referenced Standards and/or Specifications
SGCC® Certified Products Directory