

Notice of Change

To: SGCC Certified Licensees & SGCC Participants

From: Administrative Management Systems, Inc. (AMS, Inc.) – SGCC Certification Body (CB)

Date: October 8, 2024

Subject: Changes to the *SGCC Standard License Agreement (SLA) (SD-030)* and the *SGCC Standard Participant’s Agreement (SPA) (SD-012)*

Definition:

Licensee - A Licensee is any legal entity that manufactures glazing materials or any party contracting for the manufacture of glazing materials and that has entered into a valid and subsisting licensing agreement with the Council and has at least one product being certified by the Council. ((2024) *SGCC ByLaws*, Article III Section 5)

Participant – Any trade association or similar organization representing manufacturers or users of glazing materials, or any other person or organization (other than a manufacturer of glazing materials or an employee of a manufacturer of glazing materials), including suppliers to the safety glazing industry, which in the sole and absolute judgment of the Board of Directors has a legitimate interest in the purposes of this Council, shall qualify for participation in the Council. ((2024) *SGCC ByLaws* Article III Section 1)

After a recent review of SGCC program documents it was determined that the currently in-place *SGCC Standard License Agreement (SLA)* and *SGCC Standard Participant’s Agreement (SPA)* required alternate verbiage to the existing Indemnification, as well as additional insured. These agreements define the responsibilities between you as the Licensee or Participant and the SGCC Program.

Summary of Changes:

1. **Clerical changes** throughout each document, please see the attached red line copies for details. A clean version of each agreement has also been provided.

2. **The following wording has been revised in the SGCC SLA (SD-030)**

Clause C.11)

Previous wording	Revised wording
“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,”	“To the fullest extent permitted by law, licensee agrees to indemnify, hold harmless, and upon request, defend administrator, program sponsor, their respective officers, directors, employees, agents, members, representatives, subsidiaries, successors, and assigns (collectively, “indemnified parties”), from any claim, liability, damage, expense, suit or demand (including, without limitation, attorneys’ fees and court costs) for any losses, damages, injuries, or death to any persons including any indemnified party, or for damage or loss to any property, arising out of

	<p>or in any manner related to, based upon, or in connection with this agreement or any services performed under this agreement, regardless of whether an indemnified party is a party to any lawsuit or claim, even if the lawsuit or claim arises from the negligence, fault, or other liability of any indemnified party.</p> <p>To the extent any state or other applicable law may prohibit any application of all or any part of this indemnity obligation, it is the”</p>
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***New* Clause C.14)**

“C.14) Licensee shall, at its own expense, maintain and carry in full force and effect, subject to appropriate levels of self-insurance, commercial general liability insurance (including product liability coverage) in a sum no less than \$1,000,000, and at least \$2,000,000 in excess liability insurance with financially sound and reputable insurers, and upon the Administrator’s request, shall provide Administrator with a certificate of insurance evidencing the insurance coverage specified in this paragraph. The certificate of insurance shall name Administrator and Program Sponsor as an additional insured. Licensee shall provide Administrator with 30 days’ advance written notice in the event of a cancellation or material change in such insurance policy.”

3. The following wording has been revised in the SGCC SPA (SD-012)

Clause E. Indemnification)

Previous wording	Revised wording
<p>“E. Indemnification: License SGCC® Program Participant shall indemnify and hold Licensor 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 Licensor by reason of this Agreement and service performed hereunder, and shall name the Licensor, as its interest may appear, as an additionally insured party on any products liability insurance policy owned by the Licensee Participant which effect those products of the Participant Licensee certified under this agreement; and proof of such coverage shall be sent by the Licensee Participant to the Licensor within fifteen (15) days from the date of Certification or the date such coverage is secured, whichever first occurs.”</p>	<p>“E. Indemnification: to the fullest extent permitted by law, participant’s employer agrees to indemnify, hold harmless, and upon request, defend SGCC, its officers, directors, employees, agents, members, representatives, subsidiaries, successors, and assigns (collectively, “indemnified parties”), from any claim, liability, damage, expense, suit or demand (including, without limitation, attorneys’ fees and court costs) for any losses, damages, or injuries to any persons including any indemnified party, or for damage or loss to any property, arising out of or in any manner related to, based upon, or in connection with a breach of this agreement, regardless of whether an indemnified party is a party to any lawsuit or claim, even if the lawsuit or claim arises from the negligence, fault, or other liability of any indemnified party. To the extent any state or other applicable law may prohibit any application of all or any part of this indemnity obligation, it is the intent of the parties that this clause is severable, and that the clause be construed to impose the indemnity obligation in all circumstances, applications, and situations.”</p>

Clause G (formerly labeled as Clause F)

Previous wording	Revised wording
<p>“F. To maintain or commence Participant status, this Agreement needs to be signed by Participant and approved by the SGCC Board of Directors. This Agreement supersedes and replaces any predecessor SGCC® Standard Participant’s Agreement to which I or my employer is a party.”</p>	<p>“G. To maintain or commence Participant status, this Agreement needs to be signed by Participant and Participant’s employer and approved by the SGCC Board of Directors. Participant hereby represents and warrants that Participant is hereby signing this Agreement on Participant’s behalf and on behalf of Participant’s employer, and Participant has the legal authority to sign this Agreement on behalf of Participant’s employer and bind Participant’s employer to the terms of this Agreement. This Agreement supersedes and replaces any predecessor SGCC® Standard Participant’s Agreement to which I or my employer is a party.”</p>

***New* Clause F**

F. Insurance: Participant’s employer shall, at its own expense, maintain and carry in full force and effect, subject to appropriate levels of self-insurance, commercial general liability insurance (including product liability coverage) in a sum no less than \$1,000,000, and at least \$2,000,000 in excess liability insurance with financially sound and reputable insurers, and upon SGCC’s request, shall provide SGCC with a certificate of insurance evidencing the insurance coverage specified in this paragraph. The certificate of insurance shall name SGCC as an additional insured. Licensee shall provide SGCC with 30 days’ advance written notice in the event of a cancellation or material change in such insurance policy.

How Does This Effect Licensee or Participant:

Existing Licensee: Unless you have a concern or question regarding the new wording, **no response is required.** We will consider this notice as an **Addendum** to your existing agreement and re-execution will not be required unless a change to your current license agreement is requested.

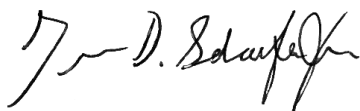
New Licensee: Any licensees entering the program as of the date of this memo will be required to sign the updated *SGCC Standard License Agreement (SD-030)*

Existing Participants: The updated *Standard Participant’s Agreement (SD-012)* will be issued to you for re-execution.

New Participants: Any participant entering the program as of the date of this memo will be required to sign the updated *SGCC Participant’s Agreement (SD-012)*.

Thank you for your time and attention to this matter. If you have any questions, please feel free to contact us any time, and as always, thank you for your support of the SGCC Certification Program.

Best regards,



Terry Schaefer
Administrative Manager