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SGCC® STANDARD PARTICIPANT’S AGREEMENT APPLICABLE TO A PARTICIPANT THAT IS A NON-MANUFACTURER OF GLAZING MATERIALS PARTICIPANTS “PARTICIPANTS” (AS DEFINED IN THE SGCC® CORPORATE BYLAWS) (this “Agreement”)

This Agreement, made and effective this _____ day of _____, 20____, by and between _____ (hereinafter called “PARTICIPANT”) and SAFETY GLAZING CERTIFICATION COUNCIL, INC. (hereinafter called SGCC®), an Illinois not-for-profit tax-exempt corporation having its administrative office at 205 West Main Street, Sackets Harbor NY 13685, hereby provides as follows:

In consideration for being approved as an SGCC® Program Participant, and for the right to vote under the SGCC® bylaws (the “Bylaws”) as an SGCC® Certification Program Participant, I attest and agree, personally or on behalf of my employer, as follows:

A. SGCC® Bylaws and SGCC Corporate Policy Manual: I attest that I have read the Bylaws and SGCC Corporate Policy Manual (the “Policy Manual”) and that I or my employer have a legitimate interest in the goals of SGCC®, and I agree, personally or on behalf of my employer, to be bound by the Bylaws and the Policy Manual. Pursuant to the Bylaws, I request to be recognized, either personally or on behalf of my employer as a Participant in the SGCC® Certification Program.

1. I understand that SGCC®-approved test laboratory participants conducting tests in the SGCC® Certification Program also sign and are obligated to follow the provisions of the SGCC® standard test laboratory agreement, and that SGCC® Safety Glazing manufacturer licensee-participants sign and are obligated to follow the provisions of the SGCC® standard license agreement for Safety Glazing manufacturers, and become participants in SGCC® thereby.

2. I attest that I do not manufacture Safety Glazing nor am I employed by a Safety Glazing manufacturer (as such, neither I nor my employer qualify to become an SGCC® safety glazing manufacturer-licensee). If my eligibility as a Participant changes (*e.g.*, by beginning to manufacture Safety Glazing), this Agreement will be automatically terminated.

B. Annual Fee: The annual fee for a Non-Safety Glazing Manufacturer Participant is \$500.00 per company (as of 1/1/2018), subject to change by the SGCC® Board of Directors. There is no fee for public interest or consumer participants. On behalf of my

employer, I agree to this annual fee for a Participant (Non-Safety Glazing Manufacturer) in SGCC® shall be payable upon receipt of an invoice and shall be non-refundable.

C. Voting Rights and Responsibilities: (1) I understand and agree that the SGCC® certification program is structured and operated such that program policies and decisions are made in open parliamentary due-process committees whose meetings and actions shall be conducted with impartial review and implementation governance and administrative process; (2) I understand and agree that the SGCC® Certification Committee, as the primary working committee in which I may cast a vote as a Participant (if eligible under the Bylaws), shall operate free from commercial, financial or other interests that might conflict with SGCC's best interests and goals as set forth in the Bylaws, and I shall recuse myself from casting any vote in which a conflict of interest may exist; (3) I understand and agree that members of the Certification Committee provide a balance of interests where no single interest dominates; (4) I understand and agree each Participant is responsible for maintaining the confidentiality of specific information as may be requested and appropriate; and (5) I understand and agree that the SGCC Board of Directors has ultimate governance authority under the Bylaws and applicable law, and that SGCC Participants and Participants' meetings are governed specifically by Articles III and IV of the Bylaws.

D. Dispute Resolution Process: I agree, personally or on behalf of my employer, to the following dispute resolution process, which is the same dispute resolution process applicable to SGCC® Safety Glazing Manufacturer-Licensee Participants under the SGCC® standard license agreement for Safety Glazing Manufacturers:

The interpretation of this Agreement and the parties' performance hereunder shall be governed by the laws of the State of Illinois. Any dispute, claim or controversy arising out of or relating to this 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 Participant.

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.

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.

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.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

SIGNED and DATED:

On behalf of Participant and Participant's Employer:

PARTICIPANT: _____
Please sign and print name and title/authority; and date

Company/Business/Organization Name: _____

Street Address: _____

Telephone Number: _____

Email Address: _____; **Website:** _____

Primary SGCC® Program contact for Participant: _____ (Please print)

APPROVED and AGREED:

SAFETY GLAZING CERTIFICATION COUNCIL, INC. (SGCC®)
P.O. Box 730, 205 West Main Street, Sackets Harbor, NY 13685
Telephone: (315) 646-2234 Fax: (315) 646-2297 Email: sgcc@amscert.com

By: _____ (Please sign and date _____)
John G. Kent, SGCC® Administrative Manager (on behalf of the SGCC Board of Directors)

*** A copy signed by SGCC® will be returned to Participant.**

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