

**SAFETY GLAZING CERTIFICATION COUNCIL, INC.  
CERTIFICATION PROGRAM FOR SAFETY GLAZING MATERIALS USED IN BUILDINGS**

**LICENSE AGREEMENT**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **SAFETY GLAZING CERTIFICATION COUNCIL, INC.**, a corporation having its administrative office at 100 West Main St., Sackets Harbor, New York 13685, hereinafter called "LICENSOR" and \_\_\_\_\_ having its principal office at \_\_\_\_\_ hereinafter called "LICENSEE."

**WITNESSETH:**

WHEREAS, licensor is sponsoring a quality certification program for safety glazing materials used in buildings and for all architectural purposes, which will provide for certification of such safety glazing materials by means of independent laboratory testing to the requirements of the nationally recognized standards for such safety glazing materials, namely: American National Standard Z97.1 and/or CPSC 16 CFR 1201 (current versions); and

WHEREAS, licensor is willing to accept participation in said certification program by all manufacturers of safety glazing materials under the terms set forth herein; and

WHEREAS, the licensor's registered labels shall be permitted to be affixed to safety glazing materials complying with the pertinent requirements of the program; and

WHEREAS, the licensor shall contract for the complete administration of the program and the administrator shall contract for services with independent laboratories which meet the ethical, financial, and business experience standards of the American Council of Independent Laboratories for performance of tests and other administrative duties as are herein provided; and contract as required for services of a registered engineer for consultation and advice; and

WHEREAS, the licensor shall appoint a "certification committee" comprised of representative of participants and the public interest members of the board of directors acting as ex officio members to serve as liaison between licensor, licensees and interested parties; meetings of this committee shall be called by the chairman of the certification committee at least twice each year; and

WHEREAS, the PROCEDURAL GUIDE, developed in accordance with paragraph B.4, shall be adhered to both by the licensor and the licensees; and

WHEREAS, licensee is willing to participate in and support said program under the terms and conditions set forth in the agreement; therefore,

IT IS AGREED by and between the parties hereto as follows:

**A. LICENSEE:**

**1)** Shall, upon the signing of this agreement, accept the responsibilities of this Agreement.

**2(a)** Shall allow the administrator, without prior notice, free access at any time during regular business hours, to licensee's inventory of safety glazing materials certified hereunder at each location where any of it in any certified thickness is produced, to select random samples, which are to be tested for compliance with the standards. Licensee's refusal to permit access for inspection purposes hereunder may be due cause for removal of licensee's entire product listing from the certification directory and the withdrawal of its rights to affix certification labels thereto. Reasonable excuses for not permitting entrance for inspection would include strikes, acts of God, and circumstances beyond immediate control of the manufacturer. In instances where samples cannot be reasonably or practically obtained from the licensee's current inventory, samples may be selected from the open market, provided, however, that said samples accurately represent licensee's current production practices.

**2(b)** It is understood that 2 tests per year will be made on each thickness to be certified and that said tests will be made in the presence of the administrator at an SGCC approved laboratory at the manufacturer's plant, or at an independent laboratory approved by SGCC. In the latter case, the Administrator has the option of witnessing the tests. The licensee shall not communicate with the independent laboratory with respect to the conduct or results of any test without the permission of the Administrator. Results of said tests shall be mailed to the Administrator for review, and if found acceptable under the Procedural Guide, a

copy shall be mailed to the licensee with notification of compliance or any action required as a result of non-compliance. It is further understood that the routine expense of sampling and testing will be borne by the licensee. Such expenses will be invoiced by the Administrator on behalf of licensor. Expenses for packaging, shipping and purchasing glass for testing will be borne by licensee.

- 3)** Shall permanently affix to each of its certified products the SGCC certification label registered with the licensor:
  - 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 licensor.
- 4)** Shall not sell, transfer or otherwise dispose of SGCC certification labels in any manner other than affixing to licensee's certified production.
- 5)** Shall not affix hereafter the SGCC certification label, registered with licensor, 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.
- 6)** Shall upon a finding by the licensor 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.
- 7)** May withdraw a certified product from the program by written declaration and request for removal of said product from the licensor's listing, signed by the authorized representative of the licensee.
- 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.
- 9)** Shall refrain from using the term "SGCC certified" in connection with advertising referring to products which have not been certified or from which certification has been withheld or withdrawn, or using any other term or statement which might be interpreted as compliance with this program.
- 10)** Shall abide by the decision of the Administrator as to the compliance or non-compliance of licensee's products, determined in accordance with the requirements of the specification testing of such products. It is understood that the Administrator shall be the sole judge of compliance or non-compliance with the specifications, for purpose of licensor's certification of such a product under this program. Where questions involving interpretation arise, the matter will be referred to the Certification Committee for ruling.
- 11)** Agrees that notice regarding the status of any of its certified products shall be carried in the certification directory.
- 12)** Shall pay the participation fees shown in the SGCC's current schedule of fees, upon signing of this agreement and at each semiannual renewal thereof. It is understood, however, that this schedule of fees may be changed from time to time by the licensor.
- 13)** Shall legibly and permanently mark each piece of its certified product in accordance with the marking requirements of the applicable standards and, in addition, include the SGCC number identifying the plant in which the product was made to comply with the standard, for the purpose of identification under this certification program.
- 14)** Shall furnish licensor with any information regarding its product as may be necessary to properly identify licensee's certified product for listing in licensor's certification directory.
- 15)** Shall indemnify and hold licensor harmless as set forth more fully in paragraph C.12(a) and (b) below.
- 16)** Shall provide to the administrator, upon request, copies of its catalogs and other literature excluding price and discount information, where such material lists licensee's products certified hereunder.
- 17)** Shall abide by and comply with all procedural details which the administrator may prescribe for the implementation of the certification program, provided that such procedural details are not inconsistent with the purposes of this license agreement.
- 18)** Shall have the right, at its option, to designate a nominee from licensee's organization for consideration by the board of directors for appointment to the certification committee.

**B. LICENSOR:**

- 1) Shall prepare and publish at least twice each year, with such interim supplements as may be desirable, a certification directory contained a listing of the certified safety glazing materials which have been found by test to be in compliance with requirements of each licensee then in good standing herewith.
- 2) Shall promptly mail each directory and supplement to door, sash, and building products manufacturers, glazing contractors, home builders, architects, regulatory agencies and code-making groups, and others on request, and publicize the directory to trade publications.
- 3) Shall provide and maintain a list of approved laboratories that are located in the United States and qualified to perform tests required hereunder and to authorize tests herewith specified. Said list of approved laboratories in the United States is to be developed by the Certification Committee.
- 4) Shall prepare and maintain a PROCEDURAL GUIDE including Certification Guidelines and interpretations and SGCC Label Requirements, and standard forms for use by the licensee and the approved laboratories in connection with the operation of the certification program.
- 5) Shall hold all test reports and correspondence with licensee's and others, relating to licensee's products or tests, in strict confidence, except for communication necessary to effect proper listing in the certification directory and communication with licensor's legal counsel.
- 6) Shall not list in or remove from the certification directory any product of licensee except on due notification from the administrator to do so, except as provided in paragraph A.7 above or because licensee fails to pay applicable fees as provided in paragraph A.12 above.
- 7) Shall enter into a contract with an independent agency, whereby this independent agency will act as administrator of the certification program for and on behalf of licensor, to provide and authorize all sampling and testing, review and approve test data, perform periodic evaluations or other duties and functions herein provided for.

**C. IT IS FURTHER AGREED THAT:**

- 1) A certification test hereunder denotes and is limited to a test in accordance with the requirements of American National Standard Z97.1 and/or CPSC 16 CFR 1201 (current versions).
- 2) Each branch or affiliated plant of each manufacturer must be registered individually, and products therefrom tested and certified separately and apart from products manufactured in other plants or branches of any manufacturer.
- 3) A procedure for handling complaints of non-compliance shall be established which requires 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 complainants, unless the test proves non-compliance, in which case the costs will be borne by the licensee; the tests are to be initiated by the licensor promptly upon receipt of a complaint in writing along with the appropriate surety deposit.
- 4) This agreement shall become effective on the date of signing and shall extend for a period of six months and shall be renewed automatically for successive periods of six months each, unless licensor or licensee, at least sixty (60) days prior to the date of expiration, gives notice in writing that cancellation is requested or unless revoked by licensor for causes set forth in this agreement.
- 5) If this agreement is terminated, then upon the effective date of such termination, licensee shall:
  - a) Not affix or have affixed the SGCC certification labels to any product which licensee shall thereafter manufacture; and
  - b) Make no further reference to, or use of, the SGCC name, certification program or SGCC certification labels.
- 6) Licensor, in the event it shall be necessary to exclude licensee from participation in the quality certification program in accordance with the provisions hereof, may do so by giving licensee ten (10) days written notice of licensor's termination of the license agreement.
- 7) The interpretation of this agreement and the parties performance thereunder shall be governed by the laws of the state of Illinois; and both parties acknowledge and agree that any and all actions brought by licensor or licensee for the enforcement of any right or remedy hereunder must be instituted in a court having jurisdiction thereof located in Cook County, Illinois.
- 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.

**9)** The use of any SGCC certification label on any unqualified product, or the use of any such label by a manufacturing or assembly or other facility other than that registered, will not be permitted by the licensee, their employees, their representatives, and their agents. If the use of the SGCC certification label in contravention of this agreement is discovered, the licensor will have cause to institute all or any of the following actions:

- a) Revocation of license.
- b) Imposition of a charge of One and 00/100 (\$1.00) Dollar for each SGCC certification label so misused. When this paragraph requires enforcement, the sales records of the licensee will be made available to licensor's agent to determine the number of such labels misused.
- c) Legal action preventing the licensee from having SGCC certification labels printed, attached, or used in any manner, the entire cost of such legal action to be borne by the licensee.

**10)** The licensee shall pay to the licensor 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.

**11)** In the event licensor promptly notifies all those to whom it has sent the then most recent issue of the certification 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 published in any certification directory, supplement thereto, or elsewhere, licensee agrees not to hold licensor 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 licensor.

**12)(a)** Licensee shall indemnify and hold harmless SGCC and each of SGCC's officers, directors, participants, independent contractors, administrators, and employees of its administrators (collectively "Indemnified Persons") from and against any and all damages, claims, demands, suits, proceedings, judgments, awards, liabilities, losses, and expenses (including but not limited to attorneys fees and legal expenses) (collectively "Claims") incurred by any or all of the Indemnified Persons which are related to or arise in any manner out of the glazing products or materials of the Licensee, including any legal proceeding in which any Indemnified Person may be required to participate, but in which such Indemnified Person is not a party.

**12)(b)** Licensee shall defend any such Claim with counsel acceptable to the Indemnified Person or shall permit the Indemnified Person (at the Indemnified Person's discretion) to defend with its own counsel at Licensee's expense. Licensee further agrees that it shall not, without the prior written consent of the Indemnified Persons, settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder unless such agreement, compromise or consent includes an unconditional release of all of the Indemnified Persons hereunder from all liability arising out of such claim, action, suit or proceeding.

**13)** Neither party shall make use of the other'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.

**14)** 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.

THIS LICENSE AGREEMENT may not be transferred, assigned, nor otherwise disposed of to any other company, individual, or successor company.

## DECLARATION

The undersigned hereby declares, certifies and states, on behalf of Licensee:

(Company) \_\_\_\_\_, located at: \_\_\_\_\_, that all of its safety glazing material, to which registered SGCC Quality Certification Labels will be affixed by said Licensee, will be produced in the same manner and to the same specifications as the test specimens submitted to and successfully passed by an SGCC-authorized testing laboratory and certified by SGCC.

**LICENSEE:** Company \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Individual with authority to accept the provisions of this agreement:

\_\_\_\_\_

(Name – print)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Signature)

**LICENSOR:** Safety Glazing Certification Council, Inc.

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Sign and mail original of this License Agreement to:  
Safety Glazing Certification Council  
P.O. Box 730, 100 West Main St.  
Sackets Harbor, NY 13685

A copy signed by Licensor will be returned to Licensee