



Administrative Office
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Revised: September 18, 2017

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, 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® Corporate Bylaws as an SGCC® Certification Program Participant, I attest and agree, personally or on behalf of my employer, as follows:

A. SGCC Corporate Bylaws and SGCC Corporate Policy Manual: I attest that I have read the SGCC® Corporate Bylaws and SGCC Corporate 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 SGCC® Corporate Bylaws and SGCC Corporate Policy Manual. Pursuant to the SGCC® Corporate 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 Participant eligibility changes (e.g. by beginning manufacture of Safety Glazing), this Agreement will be null and void.

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 SGCC's Corporate 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. (5) I understand and agree that the SGCC Board of Directors has ultimate governance authority under the SGCC Corporate Bylaws and applicable law, and that SGCC Participants and Participants' meetings are governed specifically by SGCC Corporate Bylaws Articles III and IV.

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 thereunder 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. 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.

SIGNED and DATED:

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: staff@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**