

Introduction

Certification is now available for metal composite material fabricators through the Metal Construction Association's **Premium MCM Fabricator Certification Program**. The program is intended to identify fabricators who have met the standards for Premium MCM Fabricator Certification and promote the use of metal composite materials in high-end, monumental building projects. It is not intended to identify minimum standards for other projects.

The program will be marketed to architects, general contractors, and building owners who design, build, and finance high-end, high-rise architectural projects, not retail outlets or program business. The primary audience will be architects; however, it is important that general contractors and building owners be aware of the program and the benefits of using a Premium MCM Fabricator in order to support the architect's decision to specify a certified MCM fabricator.

The program is open to all MCM fabricators who meet the qualifications, however it is anticipated that the greatest interest will come from the monumental project market due to the unique characteristics (e.g. visibility and financial considerations) of this specialized market. The program is designed to meet certain needs of the construction community. We will use direct mail, e-brochures, and the web site to promote the benefits of MCM fabricator certification. Our message will highlight three points that are of special concern to the monumental project market.

Peace of mind

The assurance offered by using a Premium MCM Fabricator is two-fold. First, the architect knows he or she is using a qualified MCM fabricator who has the experience, quality, services, and financial stability to support a monumental project. Secondly, reputations are at stake. The architect will be forever connected with the project and should require only the best.

Time saved

A Premium MCM Fabricator has already been vetted. The architect will not need compare the experience, quality, services, and financial stability of multiple bidders. In addition, quality control procedures used by premium fabricators can identify problems early, before installation, avoiding time-consuming delays and modifications.

Setting the standard

Specifying a Premium MCM Fabricator will set the standard for experience, quality, and services, effectively leveling the playing field for all participants. However, it is incumbent upon the design professional to ensure that the specified product is used and installed in compliance with project specifications. The fact that a fabricator is MCA certified does not necessarily mean that an installed system is a third-party certified system.

MCM Fabricators who participate in the program will be in a unique position to market their services and products as Premium MCM Fabricators. It is anticipated that this will be the most effective approach to building demand for Premium MCM Fabricators as architects, general contractors, and building owners become aware of the program and begin to see the benefits of using a Premium MCM Fabricator.

This packet contains all the information and forms you need to participate in the Premium MCM Fabricator Certification Program. The following documents are included

1. Instructions
2. MCM Certified Fabricator Requirements
3. Premium MCM Fabricator Application
4. Memorandum of Understanding
5. Attachment A: Fee schedule
6. Attachment B: Rules of use of the Metal Construction Association Premium MCM Fabricator Label and Logo
7. Attachment C: Premium MCM Fabricator logo
8. Attachment D: International Building Code, Section 1407

If you have questions about the certification program or how to apply to participate, please call MCA at 847/375-4718.

Instructions

Applying

- Review the certification requirements (page 4-6).
- Review the Memorandum of Understanding (MOU, page 10-16).
- Complete an application form (page 7-9).
- Sign the MOU (page 16).
- Submit the application, signed MOU, and fee, to MCA, 8735 W Higgins Rd Suite 300, Chicago, IL 60031. Keep a copy of everything for yourself, and send the original documents to MCA.

Review process

- When your application is received, it will be reviewed to assure compliance with the published criteria. If questions are identified, you will be contacted.
- Your fees will be deposited upon receipt.
- The review process will generally take four to six weeks.

Notification

- You will be notified in writing of the approval or denial of your application. If your application is approved, a signed copy of the memorandum of understanding will be returned to you for your records.
- You may be audited over the course of your participation in this program.

Audits

- Companies may be audited, based on third-party challenges. All challenges must be in writing and the individual making the challenge must be identified. The goal of the audit is to affirm that the MCM fabricator meets the requirements of the program. The existence and active use of the audit process increases the credibility of the Premium MCM Fabricator Certification Program.
- If you are selected for audit, you will receive approximately four weeks' notice and asked to schedule a date(s) when appropriate personnel will be available.
- If any deficiencies are found in the audit, you will have the opportunity to correct them. This may involve a follow-up visit from the auditor, which will be at your expense.

Renewal

- Your approval to participate lasts until the end of the month two years after approval. Renewal notice will be sent to you prior to the expiration date; however you are responsible for renewing your participation if you desire to do so.
- If you do not renew your participation, you may no longer represent your company as a Premium MCM Fabricator.

Questions?

Call MCA at 847/375-4718.

MCM Certified Fabricator Requirements

The Metal Composite Material Council of the Metal Construction Association has developed the following certification requirements for the purpose of identifying select fabricators that have demonstrated their superior capabilities to deliver outstanding applications of Metal Composite Material panels for architectural applications. The certification requirements have been developed within the context of a quantifiable measurement system for each of the major considerations that make for an excellent application.

The system of measurement is flexible enough to be able to include fabricators that may have exhibited moderate performance in one of the areas, providing that they can compensate with superior performance in other areas.

Specifically each of the areas has a maximum “score” of 10 points. A total minimum “score” of 32 points would yield an acceptable level of performance for the fabricator to be determined to meet the Premium MCM Fabricator rating.

The four areas for consideration and rating system are:

Section 1: Experience

Experience will be defined as the number of consecutive years the MCM fabricator has produced a minimum of 150,000 square feet of architectural walls per year, that are used as the building weathering envelope, utilizing MCM of at least 4 MM.

Applications for residential, specialty applications (signage or containers), or corporate identity where the MCM is not the building weathering envelope are not to be included.

<u>Years</u>	<u>Points</u>
1	1
2	3
3	5
4	8
5	10

Required documentation: The applicant must provide a letter from the MCM manufacturer(s) documenting purchase history of architectural wall panels for the most recent, one to five-year period. Multiple manufacturers will be accepted, provided the total square footage of all architectural wall panels purchased per year is at least 150,000 square feet, in each consecutive year. The letter(s) must be on company letterhead and signed by the vice president of sales or equivalent.

Section 2: Services

Some fabricators do everything from project design, to fabrication, to installation. Other fabricators may subcontract some of these services or not participate in any manner. Therefore, a scale was developed to rate the fabricators, dependent upon their chosen level of involvement with all of the required services.

The scale listed below can yield a total of 10 points:

<u>Criteria</u>	<u>Points</u>
In-house fabrication	5
Installation subcontracts	2
Installation certification program	2
In-house engineering	1

Required documentation:

1. In-house fabrication: the applicant must provide a description of the fabrication process and location of the company-controlled facility.
2. Installation subcontracts: the applicant must provide a list of five subcontract projects within the last 5 years. The information must include a contact name and telephone number.
3. Installation certification program: the applicant must provide a copy of the company's installation certification program.
4. In-house engineering: the application must provide documentation of the number of engineers on staff (e.g., organizational chart, company directory).

Section 3: MCM Systems

Attachment systems, and their performance, are integral to what makes an excellent fabricator. Therefore, the rating system outlined below is an important part of the certification requirements. In order for a system to qualify for this section it must be owned by the applicant and meet each requirement listed below.

MCM System Requirements

1. ASTM E 283 – Static Air Infiltration – No more than 0.06 CFM per SF at 6.24 PSF Loading.
2. ASTM E 330 – Structural Design Load – Deflection of framing members shall not exceed L/60 of the clear span or shall anchor deflection exceed 1/16” at + or – 30 PSF.
3. ASTM E 331 – Static Water Infiltration – No uncontrolled water passing from the panel system onto the substrate at 12.0 PSF Loading.

The test reports for each system should be from a laboratory accredited by the International Accreditation Service, Inc. (IAS) or equivalent accreditation organization.

<u>Number of Systems Certified</u>	<u>Points</u>
One	5
Two	8
Three	10

Required documentation: The applicant must provide copies of test reports for each company owned system with corresponding accreditation from the testing laboratory. The test reports must be in the name of the applicant.

Section 4: Financial Strength

The construction industry has developed a very objective method for determining the financial strength of a company by the issuance of Surety Bonds. Insurance companies are willing to issue either payment and performance bonds (for installed subcontracts) or material bonds (for materials only purchase orders) to owners that guarantee that if the insured company does not complete the scope of work, then the insurance company will.

Obviously, the insurance companies will only issue these bonds on companies that they feel have financial strength. However, some fabricators are not accustomed to providing bonds so an additional method of determining financial strength was developed for the Premium MCM Fabricator Certification Program. The Construction Financial Management Association (CFMA) publishes guidelines that indicate a level of financial performance above which companies are considered “healthy.”

Financial Strength Considerations:

Bonding - Supply a letter of commitment from A+ or better surety (as rated by A. M. Best) for either a total aggregate of \$4,000,000 for payment and performance bond or \$2,000,000 material bond.

Financial Ratios – CFMA publishes a set of guideline ratios for “healthy” financial conditions for “Specialty Trade Contractors.” Three of the most important are (revenues less than \$10 million):

1. Total debt / Equity less than 3 times
2. Annual revenues / Adjusted working capital (current assets – current liabilities) less than 20 times
3. Annual revenues / equity less than 12.5 times

<u>Criteria</u>	<u>Points</u>
Meet either of the “bonding” requirements	10
Meet all three “healthy” ratios	8
Meet two of three “healthy” ratios	5

Required documentation:

The applicant must provide one of the following:

- A letter of commitment for A+ or better surety (as rated by A.M. Best) for either a total aggregate for \$4,000,000 for payment and performance bond or \$2,000,000 material bond; or
- A letter of assurance from an independent certified public accountant that the company meets each “health” standard.

Each letter must be dated within 30 days of the date of application.

Premium MCM Fabricator Application

Please type or print all information except your signature.

I. Contact Information

Company Name

Company Address

Website

Contact Name and Title

Contact Address (if different from company address)

Telephone number

Fax number

Cell phone number

E-mail address

of employees

Please complete the following sections and provide the required documentation. Please refer to certification requirements (pages 4-6) for the corresponding points available for each section.

Section 1: Experience

Please list MCM fabrication production history (greater than 150,000 ft²) over a five-year period.

Year	Annual square footage production of MCM fabrications
------	--

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Required documentation: The applicant must provide a letter from the MCM manufacturer(s) documenting purchase history of architectural wall panels for the most recent, one to five-year period. Multiple manufacturers will be accepted, provided the total square footage of all architectural wall panels purchased per year is at least 150,000 square feet, in each consecutive year. The letter(s) must be on company letterhead and signed by the vice president of sales or equivalent.

Total number of points in section 1: _____

Section 2: Services

Please indicate whether the service is done in-house or outsourced.

Service	In-House	Outsourced
In-house fabrication	<input type="checkbox"/>	<input type="checkbox"/>
Installation subcontracts	<input type="checkbox"/>	<input type="checkbox"/>
Installation certification program	<input type="checkbox"/>	<input type="checkbox"/>
In-house engineering	<input type="checkbox"/>	<input type="checkbox"/>

Required documentation for each service performed in-house:

1. In-house fabrication: the applicant must provide a description of the fabrication process and location of the company-controlled facility.
2. Installation subcontracts: the applicant must provide a list of five subcontract projects within the last 5 years. The information must include a contact name and telephone number.
3. Installation certification program: the applicant must provide a copy of the company’s installation certification program.
4. In-house engineering: the application must provide documentation of the number of engineers on staff (e.g., organizational chart, company directory).

Total number of points in section 2: _____

Section 3: MCM Systems

Each applicant-owned system submitted must meet the requirements below

- ASTM E 283 – Static Air Infiltration – No more than 0.06 CFM per SF at 6.24 PSF Loading.
- ASTM E 330 – Structural Design Load – Deflection of framing members shall not exceed L/60 of the clear span or shall anchor deflection exceed 1/16” at + or – 30 PSF.
- ASTM E 331 – Static Water Infiltration – No uncontrolled water passing from the panel system onto the substrate at 12.0 PSF Loading.

Systems Submitted	Type	Laboratory	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Required documentation: The applicant must provide copies of test reports for each company owned system with corresponding accreditation from the testing laboratory. The test report must be in the name of the applicant.

Total number of points in section 3: _____

Section 4: Financial Strength

Companies may demonstrate financial strength through issuance of a surety bond or by meeting or exceeding the “healthy” financial ratios established by the Construction Financial Management Association.

Required documentation:

The applicant must provide one of the following:

- A letter of commitment for A+ or better Surety (as rated by A.M. Best) for either a total aggregate for \$4,000,000 for payment and performance bond or \$2,000,000 material bond; or
- A letter of assurance from an independent certified public accountant that the company meets “health” standard.

“Health” standards

1. Total debt / Equity less than 3 times
2. Annual revenues / Adjusted working capital (current assets – current liabilities) less than 20 times
3. Annual revenues / equity less than 12.5 times

Each letter must be dated within 30 days of the date of application.

Total number of points in section 4: _____

Statement of Understanding

I hereby apply for certification of the above as an authorized company representative and verify that all information provided is accurate. I authorize the evaluation and validation of this information by MCA. In furtherance of this application, I authorize any individual or organization who may have information concerning this application to provide such information to MCA. I hereby waive any claim for damages, or otherwise that I or the company may have against MCA and any individual or organization that supplies such information by reason of any act or omission by any of them taken in connection with this application. I understand that the decision as to whether the company qualifies for certification rests solely and exclusively in MCA and that its decision is final. By signing and submitting this application, I also agree to the bound by all policies and procedures of MCA.

Signature of technical director or authorized company representative

Date

Memorandum of Understanding between
Metal Construction Association
and
Manufacturing Company
for
Premium MCM Fabricator Certification

I. Common Agreements and Principles

- A. This is a binding agreement between COMPANY (MCM Fabricator) and the Metal Construction Association (MCA), by which COMPANY joins the Premium MCM Fabricator Certification Program. The terms of this Memorandum of Understanding (MOU) shall apply to the COMPANY.
- B. COMPANY and MCA agree that the primary purpose of the Premium MCM Fabricator Certification Program is to identify fabricators who have met the standards for Premium MCM Fabricator Certification and promote the use of metal composite materials in high-end, monumental building projects. It is not intended to identify minimum standards for other projects.
- C. COMPANY and MCA agree that publicizing the Premium MCM Fabricator Certification Program is important to demonstrate the following: The concern of COMPANY for quality, the concern of MCA for quality, and the capability of cooperative programs to achieve industry goals.
- D. COMPANY and MCA agree that as technologies and markets change, it may become desirable to revise the specifications contained in this MOU. COMPANY will be sent notice of proposed changes and have an opportunity to provide feedback.
- E. COMPANY and MCA agree that maintaining public confidence in the Premium MCM Fabricator Certification Program is critical to achieving the shared goals of COMPANY and MCA.
- F. COMPANY and MCA agree that membership in the Premium MCM Fabricator Certification Program is essential to the cooperative effort to achieve the shared goals stated above.
- G. COMPANY and MCA agree with the content of the Acceptance Criteria 25 as published by the ICC Evaluation Service.

II. Definitions

1.4.1 MCM: An MCM is defined in IBC Section 1407. The plastic core has a minimum density of 20 pounds/ft³ (320 kg/m³). (See Attachment D)

1.4.2 MCM System: An MCM System is comprised of an MCM panel as defined in Section 1407.1; the aluminum extrusions required for structural performance of the panel or for attachment of the fabricated panel to the structure; weather barrier as

required by the system design; and all fasteners, mechanical and non-mechanical, and sealants required to attach the extrusions to the panel and the panel to the building structure.

1.4.3 MCM Type: For the purpose of these acceptance criteria, MCM is described as:

1.4.3.1 Bonded MCM: MCM created by bonding the polymeric core material to the metal skins.

1.4.3.2 Injection Molded MCM: MCM created by a reaction injection molding (RIM) process in which the liquid core material, under pressure greater than 2000 pounds/in² (1.4 kg/mm²), is injected between the metal skins.

III. Effective Date of MOU and Duration

This MOU shall be effective when signed by both MCA and COMPANY.

Both parties agree that COMPANY may begin to publicize their participation, beginning upon receipt of notification of approval.

Both parties agree that the terms of this MOU shall govern its implementation until the last day of the month, 24 months following notification of approval. (For example, if notification of approval is made October 15, 2007, the MOU is valid until October 31, 2009.) To maintain participation in the certification program, COMPANY will be required to sign a new MOU and pay the renewal fees. If there are revisions to the program, only those Companies that meet the revised requirements may participate.

Both parties agree that this agreement can be terminated by COMPANY or MCA at any time, and for any reason, with no penalty or liability to either party. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of section VIII below.

IV. COMPANY'S Responsibilities

A. Reading and understanding logo use guidelines

COMPANY affirms that it has read, understands, and will abide by the rules for use of the Metal Construction Association certification name and logo provided in attachment B.

B. Appointment of liaison

COMPANY agrees to appoint a responsible representative of the company as liaison to MCA for the Premium MCM Fabricator Certification Program and to notify MCA within one month of any change in liaison designation.

COMPANY agrees to provide MCA COMPANY's application form with information that it complies with the requirements for certification. COMPANY will self-certify its compliance with the program requirements.

C. Use of the Premium MCM Fabricator Certification Program logo and name

1. Logo use

To help consumers become familiar with the Premium MCM Fabricator Certification Program, COMPANY may place the logo and descriptive label on brochures, manuals, and advertisements.

2. Registered mark

COMPANY understands that the Premium MCM Fabricator Certification Program logo will be registered marks of the MCA as represented by the administrator of MCA, and are subject to the provisions of Title 15, Chapter 22, United States Code, the various state laws applicable to registered marks, and this Memorandum of Understanding. As such, COMPANY must note this registered status, as appropriate. This may include: a) inserting the registered symbol, ®, next to the Premium MCM Fabricator Certification Program label each time it appears in a brochure, poster, advertisement or b) providing the following statement: “Premium MCM Fabricator Certification Program is a registered mark of the Metal Construction Association.” COMPANY agrees not to alter the logo.

COMPANY understands that participation in the Premium MCM Fabricator Certification Program does not constitute MCA endorsement of COMPANY or its products.

When the Premium MCM Fabricator Certification logo is used, COMPANY agrees that the promotion will be accompanied by the following statement: “As a Premium MCM Fabricator Certification Program manufacturer, COMPANY, (company name) has determined that it complies with the requirements for certification as set forth by the Metal Construction Association.

If either MCA or COMPANY terminates this agreement, COMPANY will no longer be entitled to use the Premium MCM Fabricator Certification logo, and will no longer make reference to the Premium MCM Fabricator Certification Program so as to convey continuing involvement in the program.

D. Application fees

COMPANY agrees to pay application fees and the fees shall accompany COMPANY application form sent to MCA. Fees shall be paid in advance and are non-refundable.

E. Employee education and training

COMPANY agrees to provide information about the Premium MCM Fabricator Certification Program to all of its employees whose jobs are relevant to the development, marketing, sales, and services of the MCM fabricator.

Materials will describe the Premium MCM Fabricator Certification Program and the COMPANY’s participation in the program, provide information about the attributes of a Premium MCM Fabricator. Materials may include specification sheets, informational fact sheets, demonstration models, etc.

F. Customer education

COMPANY may determine the best manner through which to disseminate the following information to users. Examples of acceptable approaches include: special

brochures sales literature, information in specification sheets, maintenance information, etc. Brochures and advertisements will be worded to avoid misleading interpretations and must follow the rules for use of the Premium MCM Fabricator certified label.

COMPANY will provide general information to end users regarding the benefits of using a Premium MCM Fabricator. This information may include a description of the Premium MCM Fabricator Certification Program and a discussion of the performance attributes of high quality MCM system.

G. Claims for compensation

COMPANY agrees that the activities it undertakes connected with this MOU are not intended to provide services to MCA and that COMPANY will not submit claims for compensation to MCA.

V. MCA Responsibilities

A. Appointment of liaison

MCA agrees to designate a single liaison point for the Premium MCM Fabricator Certification Program and to notify COMPANY within one month of any change in liaison designation. The signed MOU and other correspondence should be sent to this person.

B. Maintenance of records

MCA agrees to maintain all application forms, records, and substantive correspondence from COMPANY and treat them as confidential except as required by law.

C. Audits

MCA agrees to accept certifications by the COMPANY, whether it is self-determined or determined by an independent third party, that the COMPANY satisfies the specifications set forth in the certification requirements and this MOU. While this is a self-certifying process, MCA reserves the right to verify submission data and audit facilities involved in the Premium MCM Fabricator certification program.

D. Consumer education

MCA agrees to inform consumers about the Premium MCM Fabricator Certification Program by writing articles and/or cooperating with the media by sharing information where appropriate.

VI. Indemnification

The COMPANY agrees to indemnify and hold MCA and its officers, directors, trustees certification program committee, review board, employees and agents, harmless from and against any and all claims, actions, causes of action, suits, losses, damages and liabilities arising under or related to this agreement, including, but not limited to, attorney's fees and costs of defense, arising from any contention or allegation, whether well founded or otherwise, based on any acts or conduct of the COMPANY, MCA or their agents including but not limited to, the COMPANY'S participation in the Premium MCM Fabricator Certification Program, the COMPANY'S use of the Premium MCM Fabricator certified name or logo, the COMPANY'S marketing, sale, installation or use of products designed, fabricated, or installed by the Premium MCM Fabricator , or claims based on certification, the denial of certification, the withdrawal of certification, or the conduct or findings of any audit in connection with the Premium MCM Fabricator Certification Program .

VII. LIMITATION OF LIABILITY

IN NO EVENT SHALL MCA BE LIABLE TO THE COMPANY FOR AN AMOUNT IN EXCESS OF THE APPLICATION FEES (SECTION IV.D) PAID BY THE COMPANY BASED UPON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON CERTIFICATION, THE DENIAL OF CERTIFICATION, THE WITHDRAWAL OF CERTIFICATION, OR THE CONDUCT OR FINDINGS OF ANY AUDIT IN CONNECTION WITH THE PREMIUM MCM FABRICATOR CERTIFICATION PROGRAM, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

VIII. Conflict resolution

A. Good faith principle

Each party agrees to exercise good faith as a general principle for resolving conflicts under the Premium MCM Fabricator Certification Program.

B. Notification of problems

Both parties agree to notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for addressing allegations of noncompliant products

If MCA receives information that the COMPANY is not in compliance with all of the conditions of this MOU, then MCA will notify COMPANY and attempt to resolve the allegation informally.

If these informal discussions do not produce a mutually agreeable resolution, MCA will submit the case to a review board of industry experts, administered by the MCA, for its review and recommendation.

Corrective action determined by the review board will be communicated to the COMPANY by MCA. COMPANY acknowledges that it will be terminated from the certification program and certification will be withdrawn unless it undertakes the specific corrective action sought by MCA and the review board. If COMPANY disagrees with the decision of the review board, it may initiate an arbitration proceeding under section IX. of the agreement within 60 days. After 60 days post-mailing of the decision to COMPANY, the decision of the review board will be final, conclusive, and binding on the COMPANY.

In the event of disputes or challenges, the non-prevailing party shall pay the costs incurred for the review board, the investigation process, and the arbitration, including reasonable attorney's fees.

D. Notification in writing

If COMPANY believes that MCA is not meeting all of its obligations under this MOU, COMPANY may formally notify MCA in writing. MCA agrees to respond in writing within 30 business days of receiving COMPANY's letter. At that time, MCA will do one of the following: a) undertake the corrective actions sought by COMPANY, or b) explain why such corrective actions cannot be undertaken.

IX. Arbitration

Any controversy or claim arising out of or relating to this agreement or the performance or non-performance of this agreement shall be referred to and finally settled exclusively by arbitration in Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any claim must be asserted in arbitration within one (1) year after the accrual of the cause of action, or within 60 days for a dispute under section VIII. of the agreement, or it shall be forever barred. The arbitration award shall be final and conclusive on the parties to this agreement, and judgment upon such award may be entered in any court having jurisdiction. The non-prevailing party shall pay the cost of arbitration, including reasonable attorney's fees.

The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit COMPANY to participation in the Premium MCM Fabricator Certification Program.

For the Metal Construction Association:

Signature: _____

Date: _____

Name: _____

Title: _____

For COMPANY: (technical director or authorized company representative)

Signature: _____

Date: _____

Name: _____

Title: _____

Attachment A

Premium MCM Fabricator Certification Program Fee Schedule

	Member	Non-member
1-10 Employees	\$2000	\$4000
11-19 Employees	\$3000	\$5000
20+ Employees	\$4000	\$6000

All fees are nonrefundable.

Attachment B

Rules for Use of Premium MCM Fabricator Labels and Logo

This document and MOU shall govern all label and logo use for marketing of the Premium MCM Fabricator Certification Program.

MCA, in furtherance of its objectives to promote and encourage the use of a system for establishing standards to identify certain premium MCM fabricating companies, has developed a logo, which it desires to be used by certification program participants in promotional activities.

The COMPANY is a participating company in the Premium MCM Fabricator Certification Program and desires to use the logo as set forth in this document.

NOW, THEREFORE, in recognition of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, COMPANY and MCA agree to the following:

1. Subject to the following terms and conditions, the MCA hereby grants to the COMPANY a non-exclusive right and license to use the logo on COMPANY's letterheads, correspondence, promotional materials to indicate that COMPANY is a participant in the certification program. ("Permitted Uses") COMPANY shall not use the logo in any way that implies or suggests, directly or indirectly, the MCA endorses or approves of any product or practice of the COMPANY. The logo simply certifies that the COMPANY is certified in accordance with program rules set forth in the Memorandum of Understanding between the parties. MCA has the right to request, orally or in writing, samples of such letterhead, correspondence, or promotional materials to be provided within ten (10) business days of MCA's request to confirm that the use of logo are consistent with these rules.
2. COMPANY acknowledges that this license is specific to COMPANY. Neither the license, nor any rights under the license, may be transferred, assigned, or sublicensed to third parties. COMPANY's parents, subsidiaries, or affiliated entities are not authorized to use the logo, except with the prior written permission of MCA.
3. COMPANY agrees that it will not alter, delete, or amend the logo, which it shall receive from the MCA, except with respect to size and color. The COMPANY's use of the logo will be of such size as to permit legibility of the wording. COMPANY may use the colors as set forth in attachment C or may use black or shades of gray. COMPANY may only use the entire logo as outlined in attachment C. Letterheads may show the Premium MCM Fabricator certified logo as shown in attachment C.
4. COMPANY's rights hereunder shall continue only as long as the COMPANY shall remain in good standing with the terms and conditions noted within the MOU.
5. COMPANY acknowledges the ownership of the logo by MCA, agrees that it will do nothing inconsistent with such ownership and that all uses of the logo by COMPANY shall inure to MCA. COMPANY agrees that nothing in this license shall give COMPANY any right, title

or interest in the logo other than the right to use the logo in accordance with this license, and COMPANY agrees that it will not attack the ownership or title of the MCA to the logo and will not attack the validity of this license.

6. MCA reserves the right to cancel this agreement if, in the sole discretion of the MCA, COMPANY (a) misuses the logo, (b) uses it in such a manner as will likely mislead or deceive the public purchasers, or (c) fails to comply with any term of this license.
7. Upon termination or cancellation of this agreement for any reason, the license shall cease and the COMPANY shall immediately cease the use or distribution of any materials containing the logo.
8. Nothing in this agreement shall give to COMPANY any right, title, or interest in or to the logo, except the right of permitted uses as specifically set forth in this agreement.
9. COMPANY will indemnify and hold harmless MCA, its officers, directors, certification committee, review board, staff, and agents against any and all claims, judgments, actions, losses, settlements, expenses, or costs of any sort, including reasonable attorney's fees, (collectively "claims") arising out of the COMPANY's use of the logo (excepting claims that the logo infringes another). This paragraph shall survive the termination of this MOU.
10. MCA may make changes to these rules from time to time and will send updated rules as needed.
11. COMPANY acknowledges and agrees that compliance with the terms of these rules is necessary to protect the goodwill and other proprietary interests of MCA and that a breach of these rules by COMPANY would result in irreparable and continuing harm to MCA for which there would be no adequate remedy at law. Accordingly, COMPANY agrees that in the event of any breach of this rules (i) MCA shall be entitled to injunctive relief and/or specific performance, (ii) COMPANY shall not oppose such relief on the ground that there is an adequate remedy at law, and (iii) such equity remedy shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which may be available to MCA. The provisions of this section 11 shall survive the termination of the MOU.
12. Any controversy or claim arising out of or relating to this agreement or the performance or non-performance of this agreement shall be referred to and finally settled exclusively by arbitration in Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any claim must be asserted in arbitration within one (1) year after the accrual of the cause of action, or within 60 days for a dispute under section VIII, or it shall be forever barred. The arbitration award shall be final and conclusive on the parties, and judgment upon such award may be entered in any court having jurisdiction. The non-prevailing party shall pay the costs of the arbitration, including reasonable attorney's fees.
13. The use of the term Logo in this document shall only be applied to the literature of the COMPANY's such as sales brochures, general company information, drawings, etc. and not

to any products or packages containing products sold, manufactured by, modified by or distributed by the COMPANY.

Attachment C

Premium MCM Fabricator logo



Attachment D

Section 1407 Metal Composite Materials (MCM)

1407.1 General. The provisions of this section shall govern the materials, construction and quality of metal composite materials (MCM) for use as exterior wall coverings in addition to other applicable requirements in Chapters 14 and 16.

1407.2 Exterior wall finish. MCM used as exterior wall finish or as elements of balconies and similar appendages and bay and oriel windows to provide cladding or weather resistance shall comply with Sections 1407.4 through 1407.13.

1407.3 Architectural trim and embellishments. MCM used as architectural trim or embellishments shall comply with Sections 1407.7 through 1407.13.

1407.4 Structural design. MCM systems shall be designed and constructed to resist wind loads as required by Chapter 16 for components and cladding.

1407.5 Approval. Results of approved tests or an engineering analysis shall be submitted to the building official to verify compliance with the requirements of Chapter 16 for wind loads.

1407.6 Weather resistance. MCM systems shall comply with Section 1403 and shall be designed and constructed to resist wind and rain in accordance with this section and the manufacturer's installation instructions.

1407.7 Durability. MCM systems shall be constructed of approved materials that maintain the performance characteristics required in Section 1407 for the duration of use.

1407.8 Fire-resistance rating. Where MCM systems are used on exterior walls required to have a fire-resistance rating in accordance with Section 704, evidence shall be submitted to the building official that the required fire-resistance rating is maintained.

1407.9 Surface-burning characteristics. Unless otherwise specified, MCM shall have a flame spread index of 75 or less and a smoke-developed index of 450 or less when tested as an assembly in the maximum thickness intended for use in accordance with ASTM E84.

1407.10 Type I, II, III and IV construction. Where installed on buildings of Type I, II, III, and IV construction, MCM systems shall comply with Sections 1407.10.1 through 1407.10.4, or 1407.11.

1407.10.1 Surface-burning characteristics. MCM shall have a flame spread index of not more than 25 and a smoke-developed index of not more than 450 when tested as an assembly in the maximum thickness intended for use in accordance with ASTM E 84.

1407.10.2 Thermal barriers. MCM shall be separated from the interior of a building by an approved thermal barrier consisting of 0.5-inch (12.7 mm) gypsum wallboard or

equivalent thermal barrier material that will limit the average temperature rise of the unexposed surface to not more than 250°F (121°C) after 15 minutes of fire exposure in accordance with the standard time-temperature curve of ASTM E 119. The thermal barrier shall be installed in such a manner that it will remain in place for not less than 15 minutes based on a test conducted in accordance with UL 1715.

1407.10.3 Thermal barrier not required. The thermal barrier specified for MCM in Section 1407.10.2 is not required where:

1. The MCM system is specifically approved based on tests conducted in accordance with UL 1040 or UL 1715. Such testing shall be performed with the MCM in the maximum thickness intended for use. The MCM system shall include seams, joint and other typical details used in the installation and shall be tested in the manner intended for use.
2. The MCM is used as elements of balconies and similar appendages, architectural trim and embellishments.

1407.10.4 Full-scale tests. The MCM exterior wall assembly shall be tested in accordance with, and comply with, the acceptance criteria of NFPA 285. Such testing shall be performed on the MCM system with the MCM in the maximum thickness intended for use.

1407.11 Alternate conditions. MCM and MCM systems shall not be required to comply with Sections 1407.10.1 through 1407.10.4 provided such systems comply with Section 1407.11.1 or 1407.11.2.

1407.11.1 Installations up to 40 feet in height. MCM shall not be installed more than 40 feet (12 190 mm) in height above the grade plane where installed in accordance with Sections 1407.11.1.1 and 1407.11.1.2.

1407.11.1.1 Fire separation distance of 5 feet or less. Where the fire separation distance is 5 feet (1524 mm) or less, the area of MCM shall not exceed 10 percent of the exterior wall surface.

1407.11.1.2 Fire separation distance greater than 5 feet. Where the fire separation distance is greater than 5 feet (1524 mm), there shall be no limit on the area of exterior wall surface coverage using MCM.

1407.11.2 Installations up to 50 feet in height. MCM shall not be installed more than 50 feet (15 240 mm) in height above the grade plane where installed in accordance with Sections 1407.11.2.1 and 1407.11.2.2.

1407.11.2.1 Self ignition temperature. MCM shall have a self-ignition temperature of 650°F (343°C) or greater when tested in accordance with ASTM D 1929.

1407.11.2.2 Limitations. Sections of MCM shall not exceed 300 square feet (27.9 m²) in area and shall be separated by a minimum of 4 feet (1219 mm) vertically.

1407.12 Type V construction. MCM shall be permitted to be installed on buildings of Type V construction.

1407.13 Labeling. MCM shall be labeled in accordance with Section 1703.5.

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