

Introduction

Certification is now available for metal composite material fabricators through the Metal Construction Association's **MCM System Fabricator Certification Program**. The program is intended to identify fabricators who have met the standards for **MCM System Fabricator Certification** and promote the use of metal composite materials in high-end building projects.

The program will be marketed to architects, general contractors, and building owners who design, build, and finance metal composite material projects. 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 MCM System Fabricator certified in the MCA program.

The program is open to all MCM fabricators who meet the qualifications. Direct mail, e-brochures, and the web site will be used to promote the benefits of MCM fabricator certification. The primary message will highlight three points that are of special concern to the MCM market.

Peace of mind

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

Time saved

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

Setting the standard

Specifying a certified MCM System 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 a specified product is used and installed in compliance with project specifications. The fact that a fabricator is MCA certified does not necessarily mean that the installed system is recognized within this program. Specific systems are identified within the program that meet the performance criteria.

MCM System Fabricators who participate in this certification program will be in a unique position to market their services and products as a certified MCM System Fabricator. This will be the most effective approach to building demand for certified MCM System Fabricators as architects, general contractors, and building owners become more aware

of the program and begin to see the benefits of using a certified MCM System Fabricator.

This packet contains all the information and forms needed to participate in the **MCM System Fabricator Certification Program**. The following documents are included

1. Instructions
2. **MCM System Fabricator Certification Program** Requirements
3. **MCM System Fabricator Certification Program** Application
4. Memorandum of Understanding
5. Attachment A: Fee schedule
6. Attachment B: Rules of use of the Metal Construction Association **MCM System Fabricator Certification** Label and Logo
7. Attachment C: **MCM System Fabricator Certification** logo
8. Attachment D: 2024 International Building Code, Section 1406

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

Note. MCA does not guarantee that MCM System Fabricators will deliver satisfactory products and services on every project. Individual MCM System Fabricators are responsible to their customers for their performance, code compliance, and the quality of the products and services they deliver on specific projects.

Instructions

Applying

- Review the certification requirements (page 5-10).
- Review the Memorandum of Understanding (MOU, page 11-18).
- Complete an application form (page 11-16).
- Sign the MOU (page 24).
- Submit the application, signed MOU, and fee, to MCA, 8735 W Higgins Rd Suite 300, Chicago, IL 60031. Keep a copy of everything and provide the original documents to MCA.

Review process

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

Notification

- Applicants will be notified in writing of the approval or denial of the application. If the application is approved, a signed copy of the Memorandum of Understanding (MOU) will be returned for the applicant's records.
- Any participating company may be audited over the course of 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 System Fabricator meets the requirements of the program. The existence and active use of the audit process increases the credibility of the **MCM System Fabricator Certification Program**.
- If selected for audit, the company will receive approximately four weeks' notice and be asked to schedule a date(s) when appropriate personnel will be available.
- If any deficiencies are found in the audit, the company will have the opportunity to correct these deficiencies. This may involve a follow-up visit from the auditor, which will be at the company's expense.

Renewal

- Approval to participate in the **MCM System Fabricator Certification Program** lasts until the end of the month two years after approval. Renewal notice will be sent prior to the expiration date; however, the company is responsible for renewing participation in the program. See Attachment "A" for Renewal Fee.

- If a company does not renew participation, that company may no longer represent itself as a participant in the MCM System Fabricator Certification Program.

MCM System Fabricator Certification 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 MCM System Certified 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 fabricated a minimum of 150,000 square feet utilizing 4mm thickness MCM.

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

Required documentation: The applicant must provide a letter from the MCM manufacturer(s) documenting purchase history of 4mm MCM panels for the most recent, one to five-year period. Multiple manufacturers will be accepted, provided the total square footage of all 4mm MCM 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 an authorized MCM manufacturer representative.

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 directly in a particular segment of the fabrication process. 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	6
Installation certification program	3
Engineering Services	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 certification program: The applicant must provide a copy of the company's documented installation certification program.
3. Engineering Services: Provide or coordinate, and take responsibility for, engineering services including providing signed and sealed calculations and shop drawings, as required.

Section 3: MCM Systems

MCM attachment systems, and system performance, are integral to what makes an excellent fabricator. Therefore, the rating system outlined below is an important part of the certification requirements and is specifically called out in the building code and or in typical MCM project specifications. **In order for an MCM system to qualify for this section, it must be owned by the applicant and meet each requirement listed below.**

There are primarily two types of systems that incorporate MCM cladding:

- Exterior envelope systems that resist both wind loading (deflection) and water infiltration at the exterior panels and joints. These systems are identified as "**Weather Envelope Systems**" and would also generally include curtainwall infill panel applications.
- Exterior systems that minimize the water penetration behind the cladding and incorporate an air cavity behind the exterior cladding to allow for drainage and some level of pressure moderation. These systems are identified as "**Rainscreen Systems**".

Weather Envelope System Performance Requirements

1. ASTM E 283 – Static Air Infiltration – No more than 0.06 cfm/ft² @ 6.24psf pressure.
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 +/- 30psf pressure.
3. ASTM E 331 – Static Water Infiltration – No uncontrolled water passing from the panel system onto the substrate at 12psf pressure.

Rainscreen System Performance Requirements

1. AAMA 508 – Pressure Equalized Rainscreen (PER) Including ASTM E330 performance – (Performance requirements are included as part of the standard)

Or

2. AAMA 509 – Drained and Back Ventilated Rainscreen (DBVR) Including ASTM E330 performance – (This is a relative performance standard. There are no pass/fail criteria.)
3. 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 +/- 30psf pressure.

Required documentation:

Each specific type of system where performance testing is provided will be recognized as a component of the Certified Fabricator’s “recognized” program. Only those systems that meet the performance levels identified will be included as part of this program. Reporting of those “recognized” systems will be shown as:

Recognized Systems (Example text in bold italics)

System Type Envelope / Rainscreen	System Name	Test Date (Mon/Yr)	Test Standard	Performance Character	Performance – Pass/Fail (Met Requirements)
Envelope			ASTM E283	Air infiltration	<i>Pass/Fail</i>
Envelope			ASTM E330	Structural Performance	<i>Allowable load</i>
Envelope			ASTM E331	Static Water Penetration	<i>Pass/Fail</i>
Rainscreen			AAMA 508 (w/E330)	Pressure Equalized Rainscreen	<i>Pass/E330 psf</i>
Rainscreen			AAMA 509 (w/E330)	Drained & Back Ventilated Rainscreen	<i>Relative position on performance chart/E330 psf</i>

Other System Recognitions (as reported by outside agencies)

System Type Envelope / Rainscreen	System Name	Recognized by: Florida / Miami- Dade	Recognized by: New York City Building Code	Recognized by:
Envelope				
Envelope				
Rainscreen				
Rainscreen				

Test reports for each system to be qualified within the MCM System Fabricator Certification Program must be from a laboratory accredited by the International Accreditation Service, Inc. (IAS) or equivalent accreditation organization.

Number of Systems Certified

Points

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 specifically recognize the fabricator or identify the system tested in adequate detail to identify the system in the report.

Additional Fabrication Points

- NFPA 285 Compliance Testing – Maximum 1 Point (Regardless if the number of installation systems tested)** – Having a recognized installation system that has been tested to NFPA 285. NFPA 285 tested systems show the Certified MCM System Fabricator’s understanding of the code requirements and the recognized importance of fire testing required in the building codes.
- Other System Recognitions – 1 Point (each) – Major Jurisdiction Recognition** – Specific written recognition by major jurisdictions such as New York City, Miami-Dade County, etc. often require additional performance testing beyond the nationally recognized building codes. These added recognitions represent the Certified MCM System Fabricator’s knowledge of local code requirements and attention to the local performance requirements.

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 **MCM System Fabricator Certification Program**.

Financial Strength Considerations:

- A. 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.

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 \$1,000,000 individual project bond and/or 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.

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

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

- B. Liability Insurance** - Applicant must supply a verifiable Certificate of Liability Insurance with a minimum of:

- \$1,000,000 General Liability coverage
- \$1,000,000 of Automotive coverage
- \$5,000,000 Umbrella Liability coverage
- and \$1,000,000 workers compensation.

Required documentation:

Applicant must provide proof of coverage that must be dated within 30 days of the date of application.

C. EMR - Provide an Experienced Modification Rate (EMR) from the insurance provider of less than 1.0.

Required documentation:

Applicant must provide proof of coverage that must be dated within 30 days of the date of application.

<u>Criteria</u>	<u>Points</u>
• Meet all three financial strength indicators (A, B, and C)	10
• Meet financial strength indicators (A and B)	8
• Meet financial strength indicator (A)	6

MCM System Fabricator Certification Application

Please type or print all information except the 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 4-7) for the corresponding points available for each section.

Section 1: Experience

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

Year	Annual square footage production of MCM system fabrications
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Required documentation: The applicant must provide a letter from the MCM manufacturer(s) documenting purchase history of 4mm MCM panels for the most recent, one to five-year period. Multiple manufacturers will be accepted, provided the total square footage of all MCM 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 an authorized MCM manufacturer representative.

Experience will be defined as the number of consecutive years the MCM fabricator has fabricated a minimum of 150,000 square feet utilizing MCM of at least 4mm thickness. Points are given for a minimum of 3 years' experience up to 5 years' experience.

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

Total number of points in section 1: _____

Section 2: Services

Please indicate whether the services offered.

Service

In-House Fabrication _____
 Installation Certification Program _____
 In-House Engineering _____

Required documentation for each service provided:

1. In-house fabrication: the applicant must provide a description of the fabrication process and location of the company-controlled facility.
2. Installation certification program: the applicant must provide a copy of the company's installation certification program.
3. In-house engineering: The applicant must provide or coordinate, and take responsibility for, engineering services including providing signed and sealed calculations and shop drawings, as required.

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

<u>Criteria</u>	<u>Points</u>
In-house fabrication	6
Installation certification program	3
Engineering Services	1

Total number of points in section 2: _____

Section 3: MCM Systems

In order for an MCM system to qualify for this section it must be owned by the applicant and meet the appropriate requirement listed below.

Weather Envelope System Performance Requirements

1. ASTM E 283 – Static Air Infiltration – No more than 0.06 cfm/ft² @ 6.24psf pressure.

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 +/- 30psf pressure.
3. ASTM E 331 – Static Water Infiltration – No uncontrolled water passing from the panel system onto the substrate at 12psf pressure.

Rainscreen System Performance Requirements

1. AAMA 508 – Pressure Equalized Rainscreen (PER) Including ASTM E330 performance.– (Performance requirements are included as part of the standard)

Or

2. AAMA 509 – Drained and Back Ventilated Rainscreen (DBVR) Including ASTM E330 performance.– (This is a relative performance standard. There are no pass/fail criteria.)
3. 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 +/- 30psf pressure.

Recognized Systems (*Example text in bold italics. Replace this text with system specific information*)

System Type Envelope / Rainscreen	System Name	Test Date (Mon/Yr)	Test Standard	Performance Character	Performance – Pass/Fail (Met Requirements)
Envelope			ASTM E283	Air infiltration	<i>Pass/Fail</i>
Envelope			ASTM E330	Structural Performance	<i>Allowable load</i>
Envelope			ASTM E331	Static Water Penetration	<i>Pass/Fail</i>
Rainscreen			AAMA 508 (w/E330)	Pressure Equalized Rainscreen	<i>Pass/E330 psf</i>
Rainscreen			AAMA 509 (w/E330)	Drained & Back Ventilated Rainscreen	<i>Relative position on performance chart/E330 psf</i>

Other System Recognitions (as reported by outside agencies)

System Type	System Name	Recognized by:	Recognized by:	Recognized by:
Envelope / Rainscreen		Florida / Miami-Dade	New York City Building Code	
Envelope				
Envelope				
Rainscreen				
Rainscreen				

Test reports for each system to be qualified within the MCM System Fabricator Certification Program must 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

Additional Fabrication Points

- NFPA 285 Compliance Testing – Maximum 1 Point (Regardless if the number of installation systems tested)**– Having a recognized installation system that has been tested to NFPA 285. NFPA 285 tested systems show the Certified MCM System Fabricator’s understanding of the code requirements and the recognized importance of fire testing required in the building codes.
- Other System Recognitions – 1 Point (each) – Major Jurisdiction Recognition** – Specific written recognition by major jurisdictions such as New York City, Miami-Dade County, etc. often require additional performance testing beyond the nationally recognized building codes. These added recognitions represent the Certified MCM System Fabricator’s knowledge of local code requirements and attention to the local performance requirements.

Each specific type of system where performance testing is provided will be recognized as a component of the System Fabricator’s “recognized” program. Only those systems that meet the performance levels identified will be included as part of this program. Reporting of those “recognized” systems will be shown as:

Total number of points in section 3: _____

Section 4: Financial Strength

Required documentation:

The applicant must provide the following:

1. **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.

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 \$1,000,000 individual project bond and/or 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.

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):

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

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

2. **Liability Insurance** - Applicant must supply a verifiable Certificate of Liability Insurance with a minimum of:

- \$1,000,000 General Liability coverage
- \$1,000,000 of Automotive coverage
- \$5,000,000 Umbrella Liability coverage
- and \$1,000,000 workers compensation.

Required documentation:

Applicant must provide proof of coverage that must be dated within 30 days of the date of application.

3. **EMR** - Provide an Experienced Modification Rate (EMR) from the insurance provider of less than 1.0.

Required documentation:

Applicant must provide proof of coverage that must be dated within 30 days of the date of application.

Financial Strength Considerations:

<u>Criteria</u>	<u>Points</u>
• Meet all three financial strength indicators (1, 2, and 3)	10
• Meet financial strength indicators 1 and 2	8
• Meet financial strength indicator 1	6

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 be 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 MCM System Fabricator Certification Program**

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 **MCM System 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 **MCM System Fabricator Certification Program** is to identify fabricators who have met the standards for MCM Fabricator Certification and promote the use of metal composite materials.

C. COMPANY and MCA agree that publicizing the **MCM System 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 **MCM System Fabricator Certification Program** is critical to achieving the shared goals of COMPANY and MCA.

F. COMPANY and MCA agree that membership in the **MCM System 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 Metal Composite Material (MCM): An MCM is defined in Chapter 2 of the IBC as “A factory-manufactured panel consisting of metal skins bonded to both faces of a solid plastic core.”

1.4.2 MCM System: An MCM System is comprised of an MCM panel as defined in Section 1.4.1; the aluminum extrusions required for structural performance of the panel or for attachment of the fabricated panel to the structure; weather barrier and exterior insulation 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.

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, 2023, the MOU is valid until October 31, 2025.) 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 **MCM System 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 **MCM System Fabricator Certification Program** logo and name

1. Logo use

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

2. Registered mark

COMPANY understands that the **MCM System Fabricator Certification** 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 label each time it appears in a brochure, poster, advertisement, or b) providing the following statement: "is a registered mark of the Metal Construction Association." COMPANY agrees not to alter the logo.

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

When the **MCM System Fabricator Certification** logo is used, COMPANY agrees that the promotion will be accompanied by the following statement: "As a **MCM System Fabricator Certification Program** fabricator, 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 **MCM System Fabricator Certification** logo and will no longer make reference to the **MCM System 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 to all of its employees whose jobs are relevant to the development, marketing, sales, and services of the MCM fabricator.

Materials will describe the **MCM System Fabricator Certification Program** and the COMPANY's participation in the program, provide information about the attributes of a 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 MCM Fabricator certified label.

COMPANY will provide general information to end users regarding the benefits of using a MCM Fabricator. This information may include a description of the **MCM System 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 **MCM System 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 **MCM System Fabricator Certification program** based on a third-party challenge or on MCA's own initiative.

D. Consumer education

MCA agrees to inform consumers about the **MCM System 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 MCM Fabricator Certification Program, the COMPANY'S use of the MCM Fabricator certified name or logo, the COMPANY'S marketing, sale, installation or use of products designed, fabricated, or installed by the 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 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 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 **MCM System 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 postmailing 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.

1. 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 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

MCM System Fabricator Certification Program Fee Schedule

	<u>Member</u>	<u>Non-member</u>
1 – 19 Employees	\$4000	\$7000
20+ Employees	\$5000	\$8000
Biannual Renewal Fee	\$1500	\$2500

All fees are nonrefundable

Attachment B

Rules for Use of MCM System Fabricator Certification Labels and Logo

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

MCA, in furtherance of its objectives to promote and encourage the use of a system for establishing standards to identify certain 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 **MCM System 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 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

MCM System Fabricator Certification Logo



Attachment D

2024 International Building Code

Section 1406

Metal Composite Materials (MCM)

1406.1 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.

1406.2 Exterior wall covering. *MCM* used as *exterior wall* covering or as elements of balconies and similar appendages and bay and oriel windows to provide cladding or weather resistance shall comply with Sections 1406.4 through 1406.13.

1406.3 Architectural trim and embellishments. *MCM* used as architectural *trim* or embellishments shall comply with Sections 1406.7 through 1406.13.

1406.4 Structural design. *MCM* systems shall be designed and constructed to resist wind *loads* as required by Chapter 16 for components and cladding.

1406.5 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*.

1406.6 Weather resistance. *MCM* systems shall comply with Section 1402 and shall be designed and constructed to resist wind and rain in accordance with this section and the manufacturer's installation instructions.

1406.7 Durability. *MCM* systems shall be constructed of *approved* materials that maintain the performance characteristics required in Section 1406 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 705, evidence shall be submitted to the *building official* that the required *fire-resistance rating* is maintained.

Exception: *MCM* systems that are part of an *exterior wall assembly* not containing *foam plastic insulation* and are installed on the outer surface of a fire-resistance-rated *exterior wall* in a manner such that the attachments do not penetrate through the entire *exterior wall* assembly, shall not be required to comply with this section.

1406.9 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 or UL 723.

1406.10 Type I, II, III and IV construction. Where installed on buildings of Type I, II, III, and IV construction, *metal composite material (MCM)* shall comply with Sections 1406.10.1 and 1406.10.2 for installations up to 40 feet (12 192mm) above *grade plane*. Where installed on buildings of Type I, II, III, and IV construction, MCMs and *MCM* systems shall comply with Sections 1406.10.1 through 1406.10.3, for installations greater than 40 feet (12 192mm) above *grade plane*.

1406.10.1 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 in the maximum thickness intended for use in accordance with ASTM E84 or UL 723.

1406.10.2 Thermal barriers

MCM shall be separated from the interior of a *building* by an *approved* thermal barrier consisting of 1/2-inch (12.7mm) *gypsum wallboard* or material that is tested in accordance with and meets the acceptance criteria of both the Temperature Transmission Fire Test and the Integrity Fire Test of NFPA 275.

Exceptions:

1. The *MCM* system is specifically *approved* based on tests conducted in accordance with NFPA 286 and with the acceptance criteria of Section 803.1.1.1, 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, joints 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 projections, architectural *trim* or embellishments.

1406.10.3 Full-scale tests.

The *MCM* system 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.

1406.11 Type V construction.

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

1406.12 Foam plastic insulation.

Where MCM systems are included in an exterior wall assembly containing *foam plastic insulation*, the exterior wall assembly shall also comply with the requirements of Section 2603.

1406.13 Labeling.

MCM shall be *labeled* in accordance with Section 1703.5.

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2/26/24