



**AMS, INC.**  
Administrative Management  
Systems, Inc.

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**STANDARD LICENSE AGREEMENT FOR AMS CERTIFICATION UNDER THE NORTH  
AMERICAN CONTRACTOR CERTIFICATION PROGRAM (NACC) FOR GLAZING  
CONTRACTORS  
(FD-20 (1-21-2015))**

This License Agreement ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Administrative Management Systems, Inc. (AMS), a New York corporation, hereinafter called "LICENSOR", and (legal entity)

\_\_\_\_\_ having its principal office at  
(location) \_\_\_\_\_, (hereinafter called  
"LICENSEE"), hereby provides as follows:

**WITNESSETH:**

1. WHEREAS, Licensor is the certification body for the certification program noted below and as designated in the attached addendum(s) and hereinafter referred to as the Certification Program, which will provide for (1) the validation of certification of such products, processes and/or services by means of evaluation to the requirements of applicable Specification(s) and applicable Standards; and under the further terms and conditions of the Certification Program set forth in this Agreement and the Program's Procedural Guide, and also providing for (2) the stipulation by each such licensee that the licensee maintains a quality assurance program which covers the production, installation or otherwise handling of all the products, processes or services to which this Agreement refers; and

2. WHEREAS, the term "Certification Program(s)" or "Program as used herein refers to the Certification Program as designated and described in the Addendum(s) which are attachment(s) to this Standard License Agreement and hereby made a part thereof; and

3. WHEREAS, The responsibilities of the Licensor are limited to the tasks set forth in this Certification Program Standard License Agreement and any requirements as may be necessary to maintain accreditation to applicable standards; Licensor does not endorse, warrant, or guarantee product, process, or service validated or certified under the Certification Program; and

4. WHEREAS, Licensor is willing to accept participation in said Certification Program by all licensees under the terms set forth herein; and

5. WHEREAS, Program Sponsor, as referenced in the Addendum, is the uncontested sole owner of the designated Program certification mark, label or certificate, referred hereafter as "mark" or "mark/label"; the aforesaid mark, and/or other mark(s)/label(s) cross-licensed to Program Sponsor are hereby licensed by Program Sponsor to Licensor, which has entered into a valid service agreement with Program Sponsor for authorization of use of the mark, and which mark(s) is/are hereby licensed by Licensor and Program Sponsor to Licensee and said label(s)/mark(s) shall be permitted to be affixed and/or associated with

the product, process or service complying with the pertinent requirements of the Certification Program; and

6. WHEREAS, the procedural guide and Program guidelines shall be adhered to by the Licensor, and the Licensee; and

7. WHEREAS, the Licensor shall conduct all aspects of the Certification Program in accordance with standards and accreditation requirements that may be identified by the Certification Program, this Agreement, the procedural guide and program guidelines and procedures; and

8. WHEREAS, Licensee is willing to participate in and support said Program under the terms and conditions set forth in this Agreement.

Therefore, be it RESOLVED, that it is agreed by and between the parties hereto as follows:

**LICENSEE:**

A.1) Shall sign this Agreement by providing the signature of its corporate officer or authorized representative, and also its primary Certification Program contact, where noted herein.

A.2) Shall allow the Licensor's representatives, and observers from accreditation bodies or Program Sponsor without prior notice, free access at any time during regular business hours, to Licensee's place of business, jobsite, or other location of products, processes or services certified for the purposes of determining conformance to program requirements. Licensee's refusal to permit access for audit purposes hereunder is cause for removal of its entire product, process or service listing from the Certified Directory and the withdrawal of its rights to affix Certification Marks/Labels thereto. Acceptable reasons for not permitting entrance for audits would include strikes, acts of God, and circumstances beyond immediate control of the Licensee. If the Licensee has agreed to a date and then cancels the audit for any reasons outside of the acceptable reasons listed above, they may be subject to cancellation fees as determined by the Licensor. Appropriate cancellation fees are those associated with reimbursement of applicable administrative and travel expenses. Areas which may have

been set aside for research or prototype development may be restricted. Licensor will notify the Licensee of compliance or non-compliance.

A.3) Shall reference the Certification Mark assigned by the Licensor:

a) Only on products, processes and services of Licensee's own manufacture, installation or handled otherwise, which have been so approved by the Licensor.

A.4) Shall not sell, transfer or otherwise dispose of Certification Mark in any manner other than affixing to Licensee's certified products, processes or services.

A.5) Shall not affix hereafter the Certification Program registered mark, or Participant's Certification Mark registered with Licensor, to any product, process or service from which certification has been withdrawn or which is produced with a process basically different from the one used when certification was obtained.

A.6) Shall upon a finding by the Licensor that a certified product, process or service of Licensee has been changed, shall follow procedures as defined in the Procedural Guide and other Program guidelines. Failure of Licensee to act as required above shall constitute due cause for exclusion of this product, process or service from the Program.

A.7) May withdraw a certified product, process or service from the Program by written declaration and request for removal of said product, process or service from the Licensor's listing signed by the authorized representative of the Licensee.

A.8) Shall use all practical means at its command continuously to assure that its products, processes and services hereunder certified fully comply with the Specification requirements, and are manufactured or otherwise carried out in the same manner as what was witnessed by the Licensor's auditor(s), and are subject to a quality assurance program maintained by Licensee, and Licensee shall so stipulate to the Licensor's representatives during the periodic visits of said representatives to Licensee's facilities described above (in Section A.2) or when otherwise requested by the Licensor.

A.9) Shall refrain from using terms implying or claiming certification, validation, accreditation, or the like in connection with advertising referring to products, processes or services which have not been certified, or from which validation of certification claim has been suspended, withdrawn, or terminated.

A.10) In connection with the advertising of certified products, processes or services which the Licensor has approved and granted a certification mark/label, the Licensee may appropriately reference, the designated party/parties mentioned in attached addendum. Licensee certifies that the product, process or service is the same as that which has been witnessed during auditing and evaluation.

A.11) Shall abide by the decision of the Licensor as to the conformance or non-conformance of Licensee's products, processes or services with the requirements of the Certification Program, determined in accordance with requirements as defined by the Certification Program. It is understood that the Licensor shall be the sole judge of conformance or non-conformance with the Specifications applicable to the Certification Program, for purposes of Licensor's validation of Licensee's certification of such a product, process or service under this Certification Program.

A.12) Agrees that notice regarding the status of any of its certified products, processes or services shall be carried in the Certified Directory.

A.13) Shall pay the participation fees shown in the Schedule of Fees, current version, upon signing of this Agreement and at each regular renewal thereof. It is understood, that this Schedule of Fees may be changed from time to time by the Licensor.

A.14) Agrees that the Licensor may, at its discretion, use any and all data, exclusive of Licensee's Company name, address, proprietary product, process or service designation or any other information which may provide clues as to the manufacture or otherwise of the products, processes or services, for the purpose of comparing audit methods and correlating audit methods with field performance.

A.15) Shall legibly and permanently mark or label each certified product, process or service in accordance with the current label requirements of the Certification Program, which may be changed from time to time.

A.16) Shall furnish Licensor with any information regarding its product, process or service as may be necessary to properly identify Licensee's Certified Product, Process or Service for listing in the Certified Directory.

A.17) Shall regularly mail to the Licensor, at the same time as such material is furnished others, copies of its catalogs and other literature, excluding price and discount information, where such materials list Licensee's products, processes or services certified hereunder. The Licensee shall not reference its certification in a manner as to bring the Licensor or Program Sponsor into disrepute and shall not make statements regarding its certification that may be considered misleading or unauthorized. If certification documents are provided to others, the documents shall be reproduced in their entirety.

A.18) Shall abide by and comply with all procedural details which the Licensor may prescribe for the implementation of the Certification Program, provided that such procedural details are not inconsistent with the provisions and purposes of this License Agreement.

A.19) Shall have the right, at its option, to designate a nominee from Licensee's organization for consideration for appointment to applicable committees.

A.20) Shall notify Licensor within (120) days, of any changes that may affect its ability to conform with the Certification Program requirements.

A.21) Shall in making reference to certification in communication media such as documents, brochures, or advertising, including websites, comply with Certification Program requirements.

A.22) Shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes the records available to the Licensor when requested, and

- 1) Take appropriate action with respect to such complaints and any deficiencies found in products, processes or services that affect compliance with the requirements for certification;
- 2) Document the actions taken

#### **LICENSOR:**

B.1) Shall prepare and publish at least twice each year, with such interim supplements as may be desirable, a Certified Directory (hard copy and/or electronic) containing a listing of the certified products, processes or services which have been found to meet or exceed Program requirements and to be in compliance with each required specification. This directory shall include appropriate information to describe the Licensee's scope of certification.

B.2) Shall promptly distribute (hard copy and/or electronic) substantial quantities of each Directory and supplement to building product manufacturers, glazing contractors, home builders, architects, regulatory agencies and code-making groups, and publicize the Directory to trade publications.

B.3) Shall hold all information obtained while doing business with Licensee (including documents and files in various media formats) relating to Licensee's products, processes or services, in strict confidence, except for communication necessary to effect proper listing in the Certified Directory, communication necessary to effect any Program approvals or accreditation, and as required by law.

B.4) Shall not list in or remove from the Certified Directory any certification or Licensee except on due notification in writing from an authorized representative of the Licensee or because Licensee fails to pay applicable fees as provided in the most current Schedule of Fees.

B.5) Shall administrate the Certification Program to provide and authorize all audits, review and approval of audit data, perform periodic evaluations or other duties and functions herein provided for

including granting maintaining, extending, suspending or withdrawing certification.

**IT IS FURTHER AGREED THAT:**

C.1) Program guidelines shall describe applicability of certification to additional locations of the Licensee.

C.2) A procedure exists for handling appeals and complaints and may include complaints of non-conformance which provides for evidence of like product or application of process or service to be provided by Licensee in a specified manner as mentioned in Program guidelines.

C.3) This Agreement shall become effective on the date of signing and shall extend for a period of 12 months and shall be renewed automatically for successive periods of 12 months each, and remain in effect unless Licensor, or Licensee, at least sixty (60) days prior to the date of expiration, gives notice in writing that cancellation or termination is requested (which shall be deemed agreed and effective at the conclusion of said notice period) and unless revoked and terminated by Licensor for causes set forth in this Agreement and in accordance with procedures set forth in the Agreement and the Certification Program Procedural Guide.

C.4) If this Agreement is terminated, then upon the effective date of such termination, Licensee shall:

- a) Not affix the registered quality Certification Mark/Labels to any product, process or service which Licensee shall thereafter manufacture or otherwise produce or handle; and
- b) Make no further reference to, or use of, Licensor's certification or Program Sponsor's Certification Program or registered Certification Mark/Labels as used earlier in the Certification Program.

C.5) Licensor, in the event it shall be necessary to exclude Licensee from participation in the Certification Program in accordance with the provisions hereof and Program guidelines, may do so by giving Licensee due notice of Licensor's termination of the Agreement.

C.6) The terms of this Agreement and any disputes arising from or about this Agreement, and any arbitration pursuant to this Agreement, shall be governed by the laws of the State in which the Licensor is incorporated. The parties agree that all disputes relating to the interpretation of, or otherwise about or arising from the terms of this Agreement not settled amicably between them will be submitted (following a mandatory 20 day period in which no claim shall be submitted to arbitration and during which the parties will seek a mutually agreeable resolution of any claim or dispute) exclusively and solely to binding contract arbitration, unless each party consents to mediation or some other form of dispute resolution. In the event of contract arbitration, the arbitration will be conducted by a neutral third party arbitrator accepted by each party. In the event that the parties do not agree to the appointment of any arbitrator, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved under the most-current Commercial Arbitration Rules of the American Arbitration Association. The place of the arbitration shall be at a mutually agreeable location. In any arbitration proceeding, reasonable discovery of evidence shall be allowed, and strict conformity to legal rules of evidence shall not be necessary, and the parties may offer evidence as is relevant and material to the dispute, which shall be considered in the arbitrator's reasonable discretion. The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute. If any party submits an arbitration claim to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs it may incur in connection with

the arbitration proceeding. A final award by the arbitrator shall be enforceable in any court of competent jurisdiction.

C.7) In the event any part or parts of this Agreement are found to be void by a court with jurisdiction, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted.

C.8) The use of any Mark/Label governed by this Agreement in connection with any unqualified product, process or service or the use of any such Mark/Label by a manufacturing or assembly or other facility other than that registered will not be permitted by the Licensee, its employees, its representatives, and its agents. If the use of any Mark/Label in contravention of this Agreement is discovered, or if Licensee fails to pay any fees when due the Licensor and Program Sponsor will have the following rights: a) Terminate this Agreement and Revocation of the license granted under this Agreement; b) Imposition of an award in favor of Licensor or Program Sponsor of liquidated damages of five thousand dollars (\$5,000); and/or c) the right to seek injunctive relief, and bringing a legal action preventing the Licensee from having the applicable Mark/Labels printed, attached, or used in any manner by Licensee, and recovering damages including without limitation damages for infringement with the entire cost of such legal action to be borne by the Licensee.

C.9) In the event Licensor promptly notified all those to whom it has sent the then most recent issue of the Certified Directory or supplement thereto, regarding any incorrect listing or reference to Licensee's product(s), process, or service(s) published in any Certified Directory, supplement thereto, or elsewhere, Licensee agrees not to hold Licensor or Program Sponsor liable in any way for any damage caused by such incorrect listing or reference, unless such damage was the result of an intentional tort, willful act or gross negligence by Licensor or Program Sponsor.

C.10) Licensee shall indemnify and hold Licensor and Program Sponsor harmless as to any expense whatsoever for, or incurred in connection with, any claims, losses, or defense of claims or losses, which may be asserted by a third party against Licensor and Program Sponsor by reason of this Agreement and services performed hereunder,

C.11) No party shall make use of the others' trademarks, trade names or name in any manner without the prior written approval of the other provided each party hereby authorizes the other, during the term of this Agreement, to state that the Licensee is a participant in this Certification Program.

THIS LICENSE AGREEMENT may not be transferred, assigned, or otherwise disposed of to any other company, individual, or successor company without the express prior written consent of the Licensee and Licensor, and Program Sponsor.

By mutual agreement of Licensee and Licensor THIS AGREEMENT supersedes and replaces any and all predecessor Standard License Agreement, in the form executed between the parties, if Licensor and Licensee have executed any such predecessor Standard License Agreement. If such a predecessor agreement was executed, that predecessor agreement is hereby cancelled, by mutual agreement, effective as of execution of THIS AGREEMENT (which is a successor standard agreement to the earlier Standard License Agreement), with the 60-day notice of cancellation period for the predecessor agreement hereby waived by Licensee.

**LICENSEE:** Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State and Zip \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Signed By \_\_\_\_\_ Title \_\_\_\_\_  
(Corporate Officer or Authorized Representative)  
E-Mail Address: \_\_\_\_\_ Date \_\_\_\_\_

Signed By \_\_\_\_\_ Title \_\_\_\_\_  
(Primary Certification Program Contact)  
E-Mail Address: \_\_\_\_\_ Date \_\_\_\_\_

**LICENSOR:** Administrative Management Systems, Inc. (AMS)

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

AMS  
P.O. 730 100 West Main St.  
Sackets Harbor, NY 13685  
Phone: (315) 646-2234  
**staff@amscert.com**

**\*A COPY SIGNED BY LICENSOR WILL BE RETURNED TO LICENSEE.**

## **NACC Certification Program Standard License Agreement Addendum**

Where referenced in Agreement “Certification Program” refers to the below certification Programs:

- North American Contractor Certification Program (NACC) For Architectural Glass & Metal Contractors

The following responsibilities for the NACC Certification Program are:

- Program Sponsor: FCA International (FCA)
- Program Administrator and Certification Body: Administrative Management Systems, Inc.

Relevant and Applicable Documents:

- NACC Certified Contractor Directory
- NACC Procedural Guide (and Specifications within)
- NACC Bylaws