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**Procedural Guide for
PVC Coated Conduit Program**

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Intertek ETL SEMKO
3933 US Route 11
Cortland, NY 13045
Phone: 607-758-6641

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Appendix A: Program Participation Fees

Appendix B: Quality Program Audit

Appendix C: Labeling, Listing, and Follow-up Service Agreement

{PRIVATE }1.0 Scope{tc \l 1 "1.0 Scope"}

{PRIVATE }1.1 Purpose{tc \l 2 "1.1 Purpose"}

It is the purpose of the Program to encourage and promote the design and production of PVC coated conduit that meet the Intertek ETL SEMKO High Temperature H₂O PVC Coating Adhesion Test Procedure. Conformance to the Intertek ETL SEMKO High Temperature H₂O PVC Coating Adhesion Test Procedure is determined by Intertek ETL SEMKO (referred to as Intertek, throughout this document).

{PRIVATE }1.2 Participation{tc \l 2 "1.2 Participation"}

Participation in the Program is open to manufacturers, suppliers, or end-users of PVC Coated Conduit products. If the program participant does not manufacture some or all of the products being verified a written agreement must be established between the manufactures of the components and submitted to Intertek.

{PRIVATE }1.3 Overview of Program{tc \l 2 "1.3 Overview of Program"}

Under the Program, samples of products selected independently by Intertek or submitted from the participants are inspected and tested by Intertek as to their conformity to the Intertek ETL SEMKO High Temperature H₂O PVC Coating Adhesion Test Procedure. When a PVC Coated Conduit meets the specified requirements it is entered into the program, which includes independent quarterly testing by Intertek of the same PVC Coated Conduit and is listed in the Intertek Verified Cabling Products Program Directory and web site.

Roles of Intertek personnel involved in the Intertek ETL SEMKO PVC Coated Conduit Verification Program:

Program Administrator – Responsible for oversight and day to day operations of the Program

Test Engineer – Performs testing as directed by the program and the Administrator

Program Manager – Reviews and approves data generated by the Test Engineer

Auditor/Inspector – Conducts visits and selections as directed by the program and the Administrator

{PRIVATE }1.4 Procedural Guide{tc \l 2 "1.4 Procedural Guide"}

This Procedural Guide sets forth the operating procedures required for the Intertek ETL SEMKO PVC Coated Conduit Verification Program. This Procedural Guide has been developed by Intertek to specify the procedures to be utilized in defining and governing the Program. This Procedural Guide may be amended or revised, as deemed necessary by Intertek.

{PRIVATE }1.5 Program Standard{tc \l 2 "1.5 Program Standard"}

The Intertek ETL SEMKO High Temperature H₂O PVC Coating Adhesion Test Procedure used for verification can reference published Industry Standards or client proprietary specifications. Formal revisions made to these standards will supersede the document only after approval and acceptance from Intertek as directed by the Program Manager. Each PVC Coated Conduit component will be tested by an Intertek Program Test Engineer three times using different samples of the same model number to ensure data consistency. Upon the completion of the testing, all data will be reviewed by the Intertek Program Manager for approval. If the testing proves the product passes the requirements of the Intertek ETL SEMKO High Temperature H₂O PVC Coating Adhesion Test Procedure, the product is then entered into the program and is subjected to quarterly independent testing under the supervision of the Program Administrator.

2.0 Manufacturer Participation and Service Agreements{tc \l 1 "2.0 Manufacturer Participation and Service Agreements"}

Any manufacturer (Applicant) of PVC Coated Conduit may participate by meeting the requirements of this Procedural Guide and signing a Service Agreement with Intertek and paying the appropriate schedule of fees. The Agreement details the relationships between the Manufacturer and Intertek and their respective responsibilities in the Program.

{PRIVATE }3.0 Product Qualification{tc \l 1 "2.0 Product Qualification"}

{PRIVATE }3.1 Program Participation Inquiries

A Manufacturer desiring to participate in the Program shall apply in writing to Intertek setting forth the catalog numbers of all products submitted for verification. Upon receipt of the application, Intertek shall send a copy of the Procedural Guide with Fee Schedule and the Program Agreement to the Manufacturer.

{PRIVATE }3.2 Initial Qualification Sample{tc \l 2 "2.2 Initial Qualification Sample"}

Intertek will accept and test samples submitted by the participant(s) to the requirements of the Intertek ETL SEMKO

High Temperature H₂O PVC Coating Adhesion Test Procedure.

{PRIVATE }3.3 Facility Audit{tc \l 2 "2.3 Facility Audit"}

Upon successful completion of testing the Initial Qualification Sample, an audit if applicable will be arranged by Intertek in-order to ascertain that at the time of the survey the Participants' testing, quality control facilities, and procedures are adequate for producing products of a quality consistent with the Initial Qualification Sample that was submitted.

The determination by Intertek shall be based on observation, on the quality control manual and other written materials submitted. The time of the survey shall be arranged so that the product to be verified is in production but prior to the use of the ETL Verified Mark. The test and quality control personnel and equipment to be used in regular production shall be available for review. The Intertek representative shall examine the manufacturer's data of a previously tested product to be verified and this data shall be used as part of the product performance assessment.

{PRIVATE }3.4 Final Qualification Sample{tc \l 2 "2.4 Final Qualification Sample"}

During the Facility Audit a sample of each product to be verified shall be randomly selected from witnessed production and after final test, or from stock. These samples shall be sealed, marked, and be shipped to Intertek by the Intertek representative. Intertek shall determine whether the sample meets the requirements of the Program Standard of Section 1.5 and shall verify that the sample carries the information required for proper identification. If final qualification sample fails, another sample is selected at normal program costs which are passed on to the client.

{PRIVATE }3.5 Program Agreement{tc \l 2 "2.5 Program Agreement"}

After satisfactory completion of the qualification requirements, Intertek shall advise the Manufacturer and forward two copies of the Service Agreement to the Manufacturer for signature and return. When the Agreement has been executed and returned, artwork for the ETL Verified Mark shall be forwarded to the Participant. The Participant shall not use the ETL Verified Mark until the successful qualification tests and facility audit have been completed by Intertek in accordance with Sections 3.2, 3.3, and 3.4.

{PRIVATE }3.6 Qualification of New and Revised Product Designs{tc \l 2 "2.6 Qualification of New and Revised Product Designs"}

New and Revised Product Designs must be submitted to the Intertek Program Administrator. Intertek shall determine if the new or revised designs meets the requirements of this procedural guide. After satisfactory performance testing and review the new or revised design will be included in the program and will be included in the next issue of the ETL Verified Directory and also in the Intertek cabling/wiring products web-site.

3.6.1 Major Design Changes

If the construction of the originally submitted construction for verification changes as follows, it will be required to be re-tested in accordance with 3.2 and 3.4 of this procedural guide.

- Material changes, which includes supplier and compound.

3.6.2 Minor Design Changes

If the construction of the originally submitted construction for verification changes as follows, it will be required to be re-tested in accordance with 3.4 of this procedural guide.

- Thickness of PVC coating.

{PRIVATE }4.0 Program Procedures{tc \l 1 "3.0 Program Procedures"}

{PRIVATE }4.1 Quality Control{tc \l 2 "3.1 Quality Control"}

{PRIVATE }4.1.1 Quality Control Program{tc \l 3 "3.1.1 Quality Control Program"}

Included as part of the Agreement signed by Participant upon entering the Program is the requirement that the Manufacturer agrees to provide and maintain a quality control program. The manufacturer shall, along with the executed Agreement, provide a copy of the plan to the Administrator for review.

{PRIVATE }4.1.1.1 Changes to the Quality Control Program{tc \l 4 "3.1.1.1 Changes to the Quality Control Program"}

If any changes in the quality control procedures are made subsequent to the Initial Facility Audit, Intertek shall be notified in writing within 10 days so that a new Audit may be performed, if necessary.

{PRIVATE }{PRIVATE }4.1.2 Audit Scoring{tc \l 3 "3.1.3 Audit Scoring"}

The Administrator or his/her representative will require a minimum score in the audit of 45 on the initial audit visit including all mandatory items on form ETL-1. The minimum score will increase by 10 points per each annual audit up to a minimum acceptable score of 75 for a manufacturer in the program for three years, including all mandatory items on the form ETL-1. The representative at the time of the audit will review with the Manufacturer the results of the audit before the findings are formalized. The representative will then review the results of the annual audit with the Administrator.

{PRIVATE }4.1.3 Audit Report{tc \l 3 "3.1.4 Audit Report"}

Upon receipt of a satisfactory report the Administrator will issue a report to the Manufacturer stating the acceptance of the Manufacturers Quality Control System for the Program. Qualification or acceptance testing of the Equipment cannot commence until this report has been received by the Manufacturer.

{PRIVATE }4.1.4 Alternative ISO Certification{tc \l 3 "3.1.5 Alternative ISO Certification"}

Any manufacturer that has a current valid certification to ISO-9001, ISO-9002, or ISO-9003 by an authorized certification agency will not be required to have a facility audit. The participant must submit written proof from the agency establishing the current certification.

{PRIVATE }4.2 Production Tests and Records{tc \l 2 "3.2 Production Tests and Records"}

Production Tests will be performed in the Participants' facility on a sampling basis as noted below. Records of production test results must be traceable to equipment serial numbers and be retained for three years from the date of test at the production site.

{PRIVATE }Product Description	Sampling Frequency
PVC Coated Conduit	Once each 1,000 units
PVC Coated Conduit Accessories (Elbows, Tees, etc.)	Once each 1,000 units

{PRIVATE }4.3 Quarterly Inspections{tc \l 2 "3.3 Quarterly Inspections"}

At the time of the execution of the Program Agreement, Intertek will initiate a Follow-up Inspection service to determine that the Verified Product continues to meet the program requirements. This service will be provided by Intertek for each facility of the participant in-which the verified product is produced.

{PRIVATE }4.3.1 Inspection Visits{tc \l 3 "3.3.1 Inspection Visits"}

The Administrator or his/her representative will make unannounced visits to the manufacturing site at least 4 times each calendar year. The Initial Facility Audit described in Section 3.3 will count as one of the visits during the first year.

The purpose of the visit will be to inspect and compare the verified product against the drawings, bill of materials, test report, etc., to determine that the production units are the same as the sample subjected to the qualification tests of Sections 3.2 and 3.4.

In the event some of the Verified Product is not available during a regular visit another inspection may be arranged. It is intended that samples of all verified product produced in a given year shall be inspected at least once during these visits. During one of the quarterly inspections, the Quality Control Program will be audited and scored per Section 4.1.3.

{PRIVATE }4.3.2 Production Tests{tc \l 3 "3.3.2 Production Tests"}

During the inspection visit to a Manufacturers facility, the representative will request to witness some of the production testing. If Verified Product is not being currently produced but had been produced during the prior three months then the representative will review the production records and test data for that product.

{PRIVATE }4.3.3 Production Records{tc \l 3 "3.3.3 Production Records"}

During the inspection visit to a Manufacturers facility, the representative will review production records of the Verified Product.

{PRIVATE }4.3.4 Follow-up Test Sample{tc \l 3 "3.3.4 Follow-Up Test Sample"}}

During the inspection visit to a Manufacturer's facility, the representative may select a Follow-up Sample of any or all Verified Product(s). The frequency of these selections is determined by Intertek. Upon completion of the inspection, the sample(s) will be sent to Intertek for testing to ensure they meet the requirements of the program.

{PRIVATE }4.3.5 Inspection Review Report{tc \l 3 "3.3.5 Inspection Review Report"}}

The Inspector will verbally review the findings with a designated representative of the Manufacturer. A formal report documenting the inspection will also be made to the Manufacturer detailing the status of verification and identifying any actions, which are required to correct any deficiencies.

{PRIVATE }4.3.6 Corrective Action (Follow-up Test Sample Failures){tc \l 3 "3.3.6 Corrective Action"}}

Failure of product to meet the requirements for verification will result in Product Disqualification unless corrections are made to the satisfaction of the Administrator. Corrective action must be taken by the Manufacturer. Manufacturers are given 15 working days to advise the Administrator of corrective action to be taken, including a schedule for partial-to-complete re-testing, if necessary. Corrective action schedules shall not be longer than 30 days. This will include re-selection of sample and testing at normal program cost which are passed on to the client.

{PRIVATE }4.4 Labeling{tc \l 2 "3.4 Labeling"}}

{PRIVATE }4.4.1 Administrator Approval {tc \l 3 "3.4.1 Administrator Approval "}}

Although not mandatory, a distinctive separable Label may be applied to each item of verified product identifying the fact that it has met the qualification requirements of this Verification Program. The use of the separable Label will depend on where the product is used and the suitability of applying a label. Another type of marking, e.g., embossing, or as part of a nameplate, may be used provided it meets the intent of labeling and is approved by the Administrator. In any case, control of the labeling or marking will remain with Intertek as the Sponsor of the Program. Part of the Label may contain the ETL Verification Mark. Labels shall be placed on the product only after all quality control and production tests are performed and prior to shipping. Product(s) without labels attached will be considered to be in production. Product(s) with labels attached will be considered finished and subject to Administrator's review.

{PRIVATE }4.4.2 Certificate of Conformance{tc \l 3 "3.4.2 Certificate of Conformance"}}

Upon successful completion of Product Qualification a Certificate of Conformance will be issued by the Program Administrator verifying the acceptance of the product.

4.4.3 {PRIVATE }Date, Plant, and Manufacturer Codes{tc \l 3 "3.4.3 Date, Plant, and Manufacturer Codes"}}

All verified products shall be marked with appropriate code symbols indicating the month, year of manufacture and plant location. The participant shall promptly furnish Intertek with the key to all codes and symbols used and shall promptly notify Intertek of any changes therein. Intertek shall keep the code symbols and key confidential and shall not make any public disclosure of them.

{PRIVATE }4.4.4 Furnishing Copies of Labels or Impressions of Marking{tc \l 3 "3.4.4 Furnishing Copies of Labels or Impressions of Marking"}}

The participant shall promptly furnish Intertek with duplicate copies of each of their labels and duplicate impressions of each marking stamp currently in use on their verified product. In addition they shall promptly furnish duplicate copies of each of their labels and duplicate impressions of each marking stamp used on their verified product when any changes are made.

{PRIVATE }4.4.5 Inspection of Labels{tc \l 3 "3.4.5 Inspection of Labels"}}

Intertek shall inspect the participant's labels and also labels on Follow-up Inspection Samples tested by Intertek. While inspecting these labels, Intertek will carefully observe the size, configuration and location of the ETL Verified Mark. Any unauthorized use of the ETL Verified Mark shall be cause for disqualification.

{PRIVATE }4.5 New and Relocation of Production Facilities{tc \l 2 "3.5 New and Relocation of Production Facilities"}}

If a participant opens a new production plant or relocates production, the participant shall notify Intertek at least two weeks before the start of production of verified product(s). They shall also inform Intertek of the catalog numbers of

all the verified product(s) being produced in the new plant as well as the code(s) that will be utilized to identify the manufacturing location. Intertek shall arrange a Facility Audit of the new plant and shall select a Final Qualification Sample(s) per section 3.4 of each verified product(s) to be produced.

{PRIVATE }4.6 Product Status{tc \l 2 "3.6 Product Status"}

{PRIVATE }4.6.1 Product Disqualification{tc \l 3 "3.6.1 Product Disqualification"}

When a verified product is not in compliance with the Program Standard, it shall be immediately disqualified. The participant shall immediately stop applying the ETL Verified Mark to all subsequently manufactured product of that catalog number until the product is re-qualified in accordance with the procedures set forth in Section 3.0.

Product Disqualification shall include the entire production of that product in all of the Participants' plants.

{PRIVATE }4.6.2 Voluntary Removal from the Program{tc \l 3 "3.6.2 Voluntary Removal from the Program"}

If a participant decides to remove a verified product from the program, Intertek shall be notified in writing. If the removal is the result of discontinuation of production of that verified product, this shall be stated. If the verified product is to be produced but is no longer to be enrolled in the program, the ETL Verified Mark shall be removed from any participant's product labels or descriptions.

{PRIVATE }4.6.3 Re-qualification of Disqualified Product{tc \l 3 "3.6.3 Requalification of Disqualified Product"}

After the necessary changes have been completed to eliminate non-compliance, the product shall be resubmitted to Intertek for Product Qualification as referenced in Section 3.2 and 3.4. The re-qualified product shall again be entitled to be included in the program. On the next visit to the participant's plant, the Intertek representative shall select a Follow-up Inspection Sample of the re-qualified product. If Intertek tests the sample and disclose any non-compliance, the product shall be immediately disqualified.

Before another qualification sample can be submitted, the participant shall submit a written report to Intertek detailing the cause of the non-compliance and the corrective measures taken. Intertek shall also arrange with the participant for another Facility Audit if Intertek deems it necessary. During this survey, particular attention shall be given to the production, quality control, testing facilities, and procedures as they apply to the disqualified product.

Upon successful completion of the Facility Audit, an Initial Qualification Sample shall be submitted to Intertek. Upon meeting the Qualification Requirements, production may be restarted but the product shall not be distributed until Intertek has selected and tested a Final Qualification Sample with satisfactory results.

{PRIVATE }4.7 Directory of Verified Product{tc \l 2 "3.7 Directory of Verified Product"}

Intertek shall publish a Program Directory, by Manufacturer, listing the product(s) meeting the requirements of the Program.

Intertek shall produce and mail the Program Directory to all participants. The Program Directory shall be available to interested parties. The mailing list shall be maintained by Intertek.

{PRIVATE }4.8 Program Participation Fees{tc \l 2 "3.8 Program Participation Fees"}

The Quarterly Program Participation fees maybe billed prior to the quarters or billed annually for all quarters at any time through out the year. Refer to Appendix A for the fees.

{PRIVATE }4.9 Sample Sizes{tc \l 2 "3.9 Sample Sizes"}

Product Description	Qualification Sample	Inspection Sample
PVC Coated Conduit	<p>Three 8 inch sections of PVC Coated Conduit taken from the threaded ends.</p> <p>Three 8 inch sections of PVC Coated Conduit (without threads) taken from other than the threaded ends.</p> <p>Three 8 inch sections of PVC Coated Conduit taken from the threaded ends and cut in half longitudinally to allow access to the interior coating for evaluation.</p> <p>Three 8 inch sections of PVC Coated Conduit (without threads) taken from other than the threaded ends and cut in half longitudinally to allow access to the interior coating for evaluation.</p>	<p>Three 8 inch sections of PVC Coated Conduit taken from the threaded ends.</p> <p>Three 8 inch sections of PVC Coated Conduit (without threads) taken from other than the threaded ends.</p> <p>Three 8 inch sections of PVC Coated Conduit taken from the threaded ends and cut in half longitudinally to allow access to the interior coating for evaluation.</p> <p>Three 8 inch sections of PVC Coated Conduit (without threads) taken from other than the threaded ends and cut in half longitudinally to allow access to the interior coating for evaluation.</p>
PVC Coated Conduit Accessories (Elbows, Tees, etc.)	<p>Three uncut.</p> <p>Three cut in half longitudinally to allow access to the interior coating for evaluation.</p>	<p>Three uncut.</p> <p>Three cut in half longitudinally to allow access to the interior coating for evaluation.</p>

5.0 Program Standard Revisions or Amendments

Intertek will review all revisions or amendments to all the program standards and will notify all program participants. This includes published and draft standards. The notification will include any requirements for new product samples for re-testing, total cost, and program instructions.

Based on the revisions or amendments, the certificates of conformance (see section 3.4.3) and draft standard labeling (see section 3.4.3) may need to be revised.

{PRIVATE }6.0 Challenge Procedure{tc \l 1 "4.0 Challenge Procedure"}

{PRIVATE }6.1 Written Challenge{tc \l 2 "4.1 Written Challenge"}

A Manufacturer (challenger) may challenge any other Participant's (challenged party) certification by submitting in writing a formal challenge with full documentation to the Program Administrator.

{PRIVATE }6.1.1 Certified Mail{tc \l 3 "4.1.1 Certified Mail"}

The challenge letter shall be sent by certified mail stating the specified characteristic(s) that are being challenged.

{PRIVATE }6.1.2 Documentation{tc \l 3 "4.1.2 Documentation"}

Full documentation of test results on each challenged characteristic must also be provided to the Administrator.

{PRIVATE }6.1.3 Confidentiality{tc \l 3 "4.1.3 Confidentiality"}

The Administrator shall maintain full confidentiality of the challenge until such time that challenged product fails and notification is issued.

{PRIVATE }6.2 Challenge Cost{tc \l 2 "4.2 Challenge Cost"}

Upon receiving a formal challenge the Administrator shall estimate the full cost of testing and/or audits that will be required to verify the challenge and invoice the challenger for that amount.

{PRIVATE }6.2.1 Challenger Accepts Cost{tc \l 3 "4.2.1 Challenger Accepts Cost"}

At this point the challenger must either agree to accept all challenge costs or discontinue the challenge. If the challenger agrees, the full amount of the cost will be placed in an Intertek escrow account.

{PRIVATE }6.3 Sample Product{tc \l 2 "4.3 Sample Product"}

The Administrator will obtain a sample of the challenged product(s) within 30 days and perform testing or audits within the next 15 days as necessary to confirm or deny the challenge.

The Administrator will pay strict attention to confidentiality during sample acquisition being careful not to reveal to any source the reason for the purchase.

{PRIVATE }6.3.1 Initial Determination{tc \l 3 "4.3.1 Initial Determination"}

An initial determination will be made by the Administrator whether each challenged characteristic is controlled in manufacturing solely by the design of the product, or by control of variation in the manufacturing process.

{PRIVATE }6.3.1.1 Design Characteristic{tc \l 4 "4.3.1.1 Design Characteristic"}

If the characteristic is controlled solely by design, testing of a randomly acquired unit will be sufficient to confirm or deny the challenge.

{PRIVATE }6.3.1.2 Process Characteristic{tc \l 4 "4.3.1.2 Process Characteristic"}

If the characteristic is also controlled by process (i.e., by adjustments, set up, technique, and methods) an audit at the manufacturer's facility will be performed to:

- Examine applicable test or inspection procedures and/or witness tests
- Examine applicable test records to confirm or deny that product shipped has met specification

{PRIVATE }6.3.2 Challenged Testing or Auditing{tc \l 3 "4.3.2 Challenged Testing or Auditing"}

Testing or auditing will be performed only on the challenged characteristics of the challenged model. Non-conformances found by test or audit shall constitute challenge confirmation.

{PRIVATE }6.3.2.1 Similar Models{tc \l 4 "4.3.2.1 Similar Models"}

If the challenge is confirmed (test or audit failure) then the challenge applies to all other models of the manufacturer sharing the same design characteristics.

{PRIVATE }6.3.2.2 Modification{tc \l 4 "4.3.2.2 Modification"}

After a challenge confirmation and subsequent modifications by the manufacturer to pass test the Administrator shall use any means necessary (testing, auditing, etc.) to assure that:

- The modification did not adversely affect another specified characteristic.
- Tests, inspections, and/or procedures are in practice at the challenged manufacturer to assure product conformance to specifications.

{PRIVATE }6.4 Challenge Notification{tc \l 2 "4.4 Challenge Notification"}

{PRIVATE }6.4.1 Challenge Confirmed Notification and Corrective Action{tc \l 3 "4.4.1 Challenge Confirmed Notification and Corrective Action"}

If a challenge is confirmed (test or audit failure) the Administrator shall notify the challenged party and the challenger within 24 hours. The challenged party shall not ship the subject product until corrective action and retest is completed.

{PRIVATE }6.4.1.1 Test Failure{tc \l 4 "4.4.1.1 Test Failure"}

If there is a test failure, the challenged party is given 15 days to correct the discrepancy and submit product for retest.

{PRIVATE }6.4.1.2 Audit Failure{tc \l 4 "4.4.1.2 Audit Failure"}

If there is an audit failure, the challenged party, within the same 15 day period, shall submit a detailed auditable test/inspection plan to control the characteristic.

The Administrator will, as part of the challenge, perform increased frequency facility visits to assure to his satisfaction conformance to the submitted plan.

{PRIVATE }6.4.1.3 Failure to Respond{tc \l 4 "4.4.1.3 Failure to Respond"}

If no redesigned product is submitted within the 15 day period, or the resubmitted product fails any test, or no acceptable test/inspection plan (if required) is submitted within the 15 day period, then:

- The product shall within 24 hours be disqualified from the Verification Program list until full qualification tests are performed on the resubmitted product.
- The challenged party and challenger are notified of the above within the same 24 hour period.

{PRIVATE }6.4.2 Challenge Denied Notification{tc \l 3 "4.4.2 Challenge Denied Notification"}

If a challenge is denied (test and audit pass) the Administrator shall notify the challenged party within 24 hours that a challenge was performed, the sample was found to be in compliance. The challenger shall also be notified of the result within the same period.

{PRIVATE }6.5 Challenge Procedure Payment{tc \l 2 "4.5 Challenge Procedure Payment"}

The full costs of the challenge procedure shall be paid by the challenger or the challenged party.

{PRIVATE }6.5.1 Challenged Party{tc \l 3 "4.5.1 Challenged Party"}

If the challenge is confirmed the challenged party pays all costs plus any costs for the re-qualification testing and/or Follow-up facility audits. The fees held in escrow will be refunded to the challenger.

{PRIVATE }6.5.2 Challenger{tc \l 3 "4.5.2 Challenger"}

If the challenge is denied the challenger pays all costs in 5.2.

{PRIVATE }7.0 Appeals Procedure{tc \l 1 "5.0 Appeals Procedure"}

{PRIVATE }7.1 Adverse Determination{tc \l 2 "5.1 Adverse Determination"}

Any Participant affected by an adverse determination by the Administrator with respect to its Verified Product or its participation in the Program may appeal the determination in accordance with the following procedures.

{PRIVATE }7.1.1 Written Statement of Appeal{tc \l 3 "5.1.1 Written Statement of Appeal"}

If a Participant considers itself aggrieved by any adverse determination by the Administrator with respect to its participation in the Program or the listing or the refusal to list its Product, it may appeal such determination by submitting a written statement of reasons why the determination should be reversed. The written statement shall be sent to the Administrator within 30 days after receipt of the written determination.

{PRIVATE }7.1.1.1 Appeals of Test Results{tc \l 4 "5.1.1.1 Appeals of Test Results"}

If a Participant challenges the testing results that were performed on their Verified Product they shall retain the sample involved and make appropriate arrangements for re-testing by Intertek. All test results reported by Intertek as part of the Program shall be deemed to be correct for purposes of any appeal unless they are expressly challenged in the written statement of appeal and the sample involved retained by the Participant

{PRIVATE }7.1.1.2 Appeal Retest{tc \l 4 "5.1.1.2 Appeal Retest"}

Whenever an appeal challenges the test results, the Administrator shall promptly arrange a retest of the Equipment by Intertek, which may be witnessed by the Participant. Such retest shall take place within 30 days after written statement of appeal is received by the Administrator. If the Participant is to witness the test, it may bring its own instrumentation to the test so that the tests can be performed using its own instrumentation as well as the testing laboratory's instrumentation. Prior to testing, the Administrator shall have the right to check calibration traceable to the National Institute of Standards and Technology (NIST) of the Participant's instrumentation as well as the testing laboratory's instrumentation. The Manufacturer's or Participant's representative shall have the right to witness the calibration work. The testing laboratory shall send the Participant and the Administrator a written statement of the retest results. The Administrator shall review the test results and issue a statement indicating that as a result of the retest the difference of opinion has been resolved, the original administrative determination is to be revised. The Participant shall then notify the Administrator, in writing, of the intent to continue the appeal process or the appeal is being withdrawn. If the appeal is not withdrawn, it shall be submitted to an arbitrator selected by the President of Intertek in accordance with Sections 7.1.2 and 7.1.3.

{PRIVATE }7.1.2 Submission of Appeal to Arbitrator{tc \l 3 "5.1.2 Submission of Appeal to Arbitrator"}

Promptly upon receipt of a Participant's written notification that it wishes to continue the appeal after an appeal retest or upon receipt of a written statement of appeal in the case of any other appeal, the President of Intertek shall obtain copies of the pertinent information and documents from the Program files and forward a copy of the same together with the written statement of appeal to the arbitrator selected by him in accordance with Section 1.5 hereof. The arbitrator selected shall determine the appeal. The arbitrator selected shall hold a hearing on the

appeal if requested to do so in writing by either the Participant or by the President of Intertek. If the Participant desires a hearing on the appeal it must submit a written request for such a hearing within ten (10) days after filing its written statement of appeal. If Intertek desires a hearing it must give written notice of such request within ten (10) days after receipt of the written statement of appeal. The Participant and Intertek shall each have the right to have a representative appear to present its position at the hearing if they so desire. If no representative is present, the arbitrator shall decide the appeal on the basis of the written statement of appeal and any pertinent information and documents furnished by the President of Intertek.

{PRIVATE }7.1.3 Action on Appeal{tc \l 3 "5.1.3 Action on Appeal"}

The arbitrator shall render a written decision accepting or rejecting the appeal and stating there reasons therefore within thirty (30) days after the hearing. The decision of the arbitrator shall be final.

{PRIVATE }7.1.4 Appointment of Arbitrator{tc \l 3 "5.1.4 Appointment of Arbitrator"}

All appeals shall be heard by a single arbitrator appointed by the President of Intertek from a list of arbitrators approved by Intertek and the Participant. The President of Intertek shall maintain and from time to time, revise such list as necessary. No person who is an employee or ex-employee of Intertek or any participating manufacturer shall be eligible to serve as an arbitrator.

{PRIVATE }7.1.5 Product Status during an Appeal Process{tc \l 3 "5.1.5 Product Status During an Appeal Process"}

Any listed Equipment involved in an appeal shall be suspended from listing until the appeal is resolved.

Appendix A

Program Participation Fees

Quarterly Program Participation Fees

The Quarterly Program Participation fees may be billed prior to the quarters or billed annually for all quarters at any time through out the year.

Component Program	USA & Non USA Participants	\$1,500.00
Refer to table on page 14 for the quarterly follow-up testing fees		

Fiber Optic Cable Program	USA Participants	\$2,200.00
	Non USA Based Participants	\$2,200.00

Field Test Instruments Program		
USA Participants: Semi Annual Fee Plus Travel & Expenses		\$1,980.00
Non USA Based Participants: Semi Annual Fee Plus Travel & Expenses		\$1,980.00
Bi-Annual follow-up witness testing is performed at the Manufacturer. The cost is \$1,850.00 per day + Travel and Expenses		

IBM Lan Cable Program		
	Pricing Formula	Fees per Ft.
	First 100,000 ft. x 0.0164 / ft. = Monthly Fee	\$
	Next 200,000 ft. x 0.0131 / ft. = Monthly Fee	\$
	Next 200,000 ft. x 0.0066 / ft. = Monthly Fee	\$
	Next 200,000 ft. x 0.0033 / ft. = Monthly Fee	\$
		\$ (total fee charged)
<u>Note:</u> Minimum Monthly Fee = \$385.00 for production of 21,345 ft. or less. Maximum Monthly Fee = \$6,240.00 for production of 700,000 ft. or more. 1,000 feet or 320 meters of each verified cable type is required for follow-up testing		

Multiple Listee	USA & Non USA Participants	\$275.00
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Patch Cord Program	USA & Non USA Participants	\$750.00
Patch Cord fee is waived if client is in the Component Program		

PVC Coated Conduit Program		\$650.00
Follow-up Testing on 1 sample (10 ft.): 1 st sample at \$1000 and additional selected at the same time at \$500 each. The follow-up testing takes 20 to 30 days to perform.		

TIA, ISO, Cenelec, & NEMA Cable Program	USA Participants	\$1,100.00
	Non USA Based Participants	\$1,540.00
Refer to table on page 14 for the quarterly follow-up testing fees		

TIA Link & Channel Program		
USA Participants & Non USA Based Participants		\$1650.00
Quarterly samples will be selected from Manufacturer or purchased from the open market. If samples are purchased from the open market the client is be charged the cost of purchase plus 25% procurement fee.		

Component Program Fees

CATEGORY 5E

	INITIAL	FINAL	FOLLOW-UP
Jack & Patch Panel	5 samples	5 samples	3 samples Semi-annual
Time	1 day	1 day	½ day
Cost	\$2,250	\$2,250	\$1,500

110 Block	5 Positions 1 sample	5 Positions 1 sample	3 Positions 1 sample Semi-annual
Time	½ day	½ day	< ½ day
Cost	\$1,500	\$1,500	\$750

Patch Cord	10 samples	10 samples	6 samples Quarterly
Time	½ day	½ day	< ½ day
Cost	\$500	\$500	\$385

Note: Patch cord Sampling is ½ Shortest & ½ Longest

CATEGORY 6

	INITIAL	FINAL	FOLLOW -UP
Jack & Patch Panel	10 samples	10 samples	5 samples Quarterly
Time	1.5 days	1.5 days	¾ day
Clients Facility @ \$1,850/day + Expenses	\$3,700*	\$3,700*	\$1,850*
Testing @ Intertek	\$1,600**	\$1,600**	\$1,600**

**Costs will be adjusted to \$1,600/day if testing is done at Intertek with client personnel, test plugs, fixturing, switching, and software

110 Block	10 Positions 1 sample	10 Positions 1 sample	5 Positions 1 sample Quarterly
Time	1 day	1 day	½ day
Clients Facility @ \$1,850/day + Expenses	\$1,850*	\$1,850*	\$1,850*
Testing @ Intertek	\$750.00	\$750.00	\$750

Patch Cord	10 samples	10 samples	10 samples Quarterly
Time	½ day	½ day	< ½ day
Clients Facility @ \$1,850/day + Expenses	\$1,850*	\$1,850*	\$1,850*
Testing @ Intertek	\$625	\$625	\$385

Note: Patch cord Sampling is ½ Shortest & ½ Longest

*Costs are estimated based on actual test time @ \$1,850/day minimum

Expenses = Travel Time, Airfare and/or Mileage, Hotel, & Meals

TIA, ISO, Cenelec, & NEMA Quarterly Follow-up Testing Fees

1,000 feet or 320 meters of each verified cable type is required for follow-up testing

	Fees per Sample
Category 3 and Category 5 Cable	
4 pair	\$330.00
25 pair	\$600.00
50 pair	\$800.00
100 pair	\$800.00
Category 5e and Category 6 Cable	
4 pair	\$385.00
25 pair	\$825.00

Appendix B

Quality Program Audit

**Intertek ETL SEMKO's
Quality Program Audit for
ETL Verified Programs**

INSPECTION OF MANUFACTURING FACILITY

All of the requested information shall be completed. If information is not available state the reason.

Date of Review: _____

Manufacturer: _____

Brief Description of Facility	Travel Directions to Facility
Type of Structure: Approx. Sq. Footage: Total Employees: Comments:	

Personnel Contacted	
Name	Job Function

Program Covered Products	Production Schedule of Program Covered Products			
	Continuously	Periodically	Rarely	Other (state)

WEIGHTED VALUES FOR QPA FORM

Each item that has an asterisk is a mandatory item. If the manufacturer does not show evidence that these asterisked items are being performed he does not qualify and cannot be granted approval. The manufacturer must achieve a minimum score of 45 to be granted initial approval. The minimum score for continuing approval will raise 10 points per year to 75 points after three years in the program.

QUALITY CONTROL PROGRAM REQUIREMENTS

The manufacturer shall provide and maintain a quality control Program. The manufacturer must also comply with the requirements of MIL-STD-45662A, "Calibration System Requirements".

**MANAGEMENT COMMITMENT ORGANIZATION DOCUMENTATION
OF THE QUALITY SYSTEM**

	YES	NO	WEIGHTED VALUE
1. * Does the facility have a formal Quality Control Manual and/or inspection plan?			2.00
2. Does the manual and/or plan cover: - Purchasing and Receiving Inspection? - Manufacturing and In-process Inspection? - Final Acceptance Inspection? - Equipment Calibration Control?			0.25 0.25 0.25 0.25
3. Are management policies and objectives defined?			1.00
4. * Has the quality plan been approved by management?			2.00
5. Is the quality plan reviewed and upgraded at predetermined intervals?			1.00
6. Is a manufacturing flow diagram depicting quality assurance stations included in the quality documentation?			1.00
7. Are responsibility and authority for product quality assigned to personnel with sufficient management status to: - Identify, evaluate, and report quality problems? - Recommend or provide solutions? - Verify implementation of solutions? - Control further processing of non-conforming items?			0.25 0.25 0.25 0.25
8. * Does the quality director or manager have direct access to appropriate levels of upper management to resolve and correct quality problems?			2.00
COMMENTS:			

CONTROL OF PROCURED MATERIAL

	YES	NO	WEIGHTED VALUE
1. * Is all incoming material subject to established procedures that outline requirements to assure adequate control of material?			2.00
2. Are procedures documented, approved, and updated in accordance with the documentation control system?			1.00
3. Does incoming inspection relate material to requirements of: - Purchase Order? - Referenced Specification? - Applicable Drawings? - Material Certification?			0.25 0.25 0.25 0.25
4. Is material, when accepted on test reports and/or Certification of Compliance, subjected to periodic qualification testing? Performed by whom?			0.75 0.25
5. Does the system provide for adequate controls of incoming material in the area of: - Identification? - Storage? - Handling? - Segregation?			0.25 0.25 0.25 0.25
6. Is sampling inspection, where applicable, performed in compliance with established recognized standards?			1.00
7. Are receiving inspection records, indicating acceptance or rejection of material, complete and readily available?			1.00
8. * Is inspection material clearly identified as to acceptance or rejection status.			2.00
9. Are facilities and equipment adequate to perform required inspection and test?			1.00
10. * Do tools/equipment utilized in material acceptance bear current calibration and identification?			2.00
11. Does the manufacturer practice "good housekeeping" in receiving inspection and stock area?			1.00
COMMENTS:			

MANUFACTURING QUALITY CONTROLS

	YES	NO	WEIGHTED VALUE
1. Are written procedures adequate for the in-process control of fabricated material?			1.00
2. Are in-process inspections preplanned in such a manner as to be compatible with manufacturing operations?			1.00
3. Are manufacturing and associated in-process inspection procedures, including changes, under the jurisdiction of documentation control?			1.00
4. Are inspection operations and test results documented and validated on documents traceable to the product?			1.00
5. * Do tools, gauges and test equipment used in manufacture and inspection of work in-process bear current calibration identification?			1.00
6. Is material and/or supporting documentation traceable to the manufacturing and/or inspection personnel responsible for the operation?			1.00
7. Is "Good Housekeeping" maintained in all manufacturing and in-process inspection areas?			1.00
COMMENTS:			

FINAL INSPECTION AND TESTING

	YES	NO	WEIGHTED VALUE
1. * Is all material subject to established plans that assure all production test requirements have been met before shipment.			5.00
2. Are final inspection, acceptance, and/or test performed by qualified personnel?			1.00
3. Does the Quality organization review and approve acceptance and test procedures for adequacy to assure compliance.			1.00
4. * Do acceptance test procedures employ calibrated test equipment to perform the test functions?			2.00
5. Are functional test procedures adequately detailed to assure compliance with specifications?			1.00
6. Do the test/inspection records reflect the individual responsible to performing the inspection operation?			1.00
7. Do these records reflect actual measurement values obtained during inspection and testing?			1.00
8. Is product identified to indicate final acceptance?			1.00
9. * Is non-conforming material properly segregated and identified to assure control pending disposition?			2.00
10. Are products properly protected and handled to prevent inadvertent damage?			1.00

11.	Does the manufacturer maintain "Good Housekeeping" practices in final acceptance and test area?			1.00
COMMENTS:				

EQUIPMENT CALIBRATION AND MAINTENANCE

	YES	NO	WEIGHTED VALUE
1. * Are adequate procedures in effect to control calibration of tools, gauges and test equipment per MIL-C-45662?			2.00
2. Does the system adequately provide for mandatory recall of all tools, gauges and equipment?			1.00
3. Is an adequate tool and accountability system in effect?			1.00
4. Are detailed procedures used for inspection and calibration of tools, gauges, and test equipment?			1.00
5. * Are measurement tools, gauges, test equipment and standards used to determine compliance with specification currently calibrated traceable to NIST (NBS)?			2.00
6. Do calibration/inspection records reflect: - Item identity number and name? - Frequency of calibration? - Procedure for calibration/inspection? - Date calibrated/inspected and date due for Re-calibration/inspection? - Personnel performing calibration? - Identity of "Master" used to perform Calibration or the certification document? - Deviation from standard values?			1.00
7. Are calibration results reviewed periodically and adjusted according to results?			1.00
8. Are tools, gauges, and test equipment that are either inactive or not used for production, testing, or inspection identified as "inactive" or "calibration not required"?			1.00
9. Are calibration adjustments sealed after certification?			1.00
COMMENTS:			

CONTROL OF NON-CONFORMING MATERIAL

	YES	NO	WEIGHTED VALUE
1. * Is there a procedure governing the control of all non-conforming material?			2.00
2. Is defective or incomplete material identified and documented as inspection status?			1.00
3. Is reworked material subject to re-inspection?			1.00
4. Is discrepant material segregated and held in a locked area pending disposition?			1.00
5. Are records reviewed and analyzed for repetitive discrepancies?			1.00
COMMENTS:			

CORRECTIVE ACTION PROGRAM

	YES	NO	WEIGHTED VALUE
1. Does the manufacturer maintain an established corrective action system?			1.00
2. Are defective products and related data analyzed to determine cause and extent of discrepant conditions?			1.00
3. * Are inspection data collected and analyzed to establish quality trends for work performance?			1.00
4. Is corrective action initiated when an unsatisfactory trend is indicated?			1.00
5. Are corrective action requests issued to a vendor when a quality problem exists?			1.00
6. Is corrective action required within a prescribed time limit?			1.00
7. Does the manufacturer maintain a follow-up system on control of corrective action taken?			1.00
8. Are specific individuals designated as responsible for corrective action between the vendor/manufacturer and manufacturer/customer?			1.00
9. Does the corrective action program include actions on trends detected from field returns, repairs, and customer complaints?			1.00
COMMENTS:			

HANDLING, PACKAGING, AND STORAGE

	YES	NO	WEIGHTED VALUE
1. Is there a written procedure that outlines requirements for handling, control and issuance of material?			1.00
2. Are materials properly handled and stored to prevent damage, contamination and/or loss?			1.00
3. Are materials properly identified as to their contents to preclude error during issuance?			1.00
4. When material is issued from stock, is the shop traveler/stock order, etc., identified with the material Certification, test report, or purchase order?			1.00
COMMENTS:			

PRODUCT IDENTIFICATION

	YES	NO	WEIGHTED VALUE
1. Is there a written procedure that outlines requirements for controlling identification and traceability of items (i.e., lot, component or part number)?			1.00
2. Are items identified throughout all phases of operations?			1.00
3. Are all items traceable at all times?			1.00
4. Is identification recorded on process, inspection, and test records (as applicable)?			1.00
COMMENTS:			

PERIODIC PRODUCT QUALIFICATION

	YES	NO	WEIGHTED VALUE
1. Does the manufacturer have an ongoing environmental/ reliability testing Program in effect?			1.00
2. Are these tests more intensive/comprehensive than incoming/final acceptance testing?			1.00
3. Is testing performed in accordance with a documented/ approved procedure?			1.00
4. Is equipment and/or recording instrumentation utilized by the environmental testing laboratory periodically checked or calibration?			1.00
5. Is testing performed on sample drawn from every lot of the product?			1.00
6. Does the manufacturer assure that problems detected during environmental/reliability testing are not present on product currently being manufactured?			1.00
7. When the manufacturer suspects that a problem detected during testing may be present on products already shipped, are locations receiving the product notified of the problem immediately?			1.00
COMMENTS:			

COLLECTION AND ANALYSIS OF FIELD PERFORMANCE DATA

	YES	NO	WEIGHTED VALUE
1. Is there an effective system for handling of any rework process (routing, re-testing, configuration control, etc)?			1.00
2. Do all repair and returns undergo a final quality inspection and test before return to customer or entry into finished stock?			1.00
3. Are complete records maintained for repair and returns including the following: - Reasons for return? - Breakdown of defects? - Corrective/repair action taken?			1.00
4. Is a product field performance audit performed in accordance with a documented/approved procedure?			1.00
5. Are all failures reported during field performance audit properly analyzed with corrective action implemented for problems detected?			1.00
6. Does the manufacturer assure that problems detected during the audit are not present on other units being manufactured or shipped?			1.00

7. When the manufacturer suspects that a problem detected during the audit may be present on units already shipped, is the customer notified of the problem immediately?			1.00
COMMENTS:			

MISCELLANEOUS

	YES	NO	WEIGHTED VALUE
1. Are the latest revisions of specifications available?			1.00
2. * Is Hipot testing performed according to procedures where applicable in the process?			2.00
COMMENTS:			

SCORING

Grand Total All Sections _____ of 100.00

Total Mandatory Items _____ of 31.00

Total Required

- Initial Audit 45 Points
- After 1 year in program 55 Points
- After 2 years in program 65 Points
- After 3 years in program 75 Points
- All Mandatory Items exist 31 Points (14 Items)

Audit Result:

- Pass
- Fail

Summary Comments:

Copy received by: _____ Date: _____
Manufacturer's Representative

Audit performed by: _____ Date: _____
Auditor

Acceptance of Results: _____ Date: _____
Program Administrator

Appendix C

Labeling, Listing, and Follow-up Service Agreement

**PRODUCT VERIFICATION PROGRAM
LABELING, LISTING, AND FOLLOW-UP SERVICE AGREEMENT**

THIS AGREEMENT is made at Cortland, New York this _____ day of _____, 20__ by and between Intertek TESTING SERVICES (hereinafter sometimes referred to as Intertek) and (hereinafter sometimes referred to as the "Participant").

(Company Name)

(Company Address)

The term "Participant" is used to denote a Company that has entered into a relationship with Intertek as an "Applicant" (the submitter of a Product to be evaluated under this service), a "Manufacturer" (the manufacturer or assembler of the Product to be evaluated under this service) or the "Company" (the company in whose name the listing is published). The Company herein referred to as the Participant may be an "Applicant," a "Manufacturer," or a "Company," either one, two, or all three. The Participant's relationship with Intertek for any particular Product is as established by the Application under which the Product was submitted and any subsequent Applications. Where obligations pertain to a Participant without regard to his specific relationship to Intertek the term "Participant" is used. Where the obligation results from a specific relationship, the term "Applicant," "Manufacturer," or "Company" is used as appropriate.

Intertek provides the services as set forth in the Procedural Guide for the Intertek Telecommunications Cable Program and performs testing to recognize national standards or designated specifications pursuant to the Program for product intended to be verified pursuant to the Program. Verified products which are promoted by the Participant as such shall bear specific distinctive markings assigned by Intertek to identify the product and the limitation, if any, of Intertek's Mark. Such markings are hereinafter referred to as "ETL Verified Mark".

If submitted product is found to be eligible for inclusion under the Program, this Agreement shall be executed by the parties hereto. This Agreement shall continue pursuant to the terms of the Program and the Procedural Guide, and to the continued adherence to the terms and conditions of this Agreement and the Program by the Participant and Intertek.

The Participant desires to use the ETL Verified Mark in connection with such verified product and Intertek is willing to permit such use subject to all terms and conditions of this Agreement and the Program.

NOW THEREFORE, in consideration of the mutual covenants herein expressed and other lawful and valuable consideration, it is agreed that:

1. Upon a determination by Intertek that the products are eligible for inclusion pursuant to the Program, Intertek will prepare and lend to the Participant, while the verification is in effect, a document called the "Procedural Guide," which may be subsequently modified or supplemented by Intertek with at least thirty (30) days advance written notice thereof to Participant. The Procedural Guide specifies certain requirements for the verified product; specifies the particular type and form of the ETL Verified Mark which must be used on or in connection with the verified product in accordance with the Procedural Guide; specifies the name of the Participant who may apply the ETL Verified Mark and the location at which the Mark may be applied to or may be used in connection with the Verified Products; and may contain other provisions and conditions regarding the Verified Products, the use of the ETL Verified Mark, and the conduct of the Follow-up Service.

2. The Participant shall use only the ETL Verified Mark prescribed by Intertek and specified in the Procedural Guide, except where otherwise specifically authorized. The ETL Verified Mark shall be applied to or shall be used in connection with the Verified Product only by the Participant named in the Procedural Guide and only at the location specified in the Procedural Guide or such other locations as requested in writing by Participant and authorized in writing by Intertek. The Participant shall not use such ETL Verified Mark nor in any other way make use of Intertek's name, abbreviations, or symbols or any other form of reference which may be interpreted to mean the Intertek on or in connection with products not listed and authorized by the Procedural Guide or products not made in compliance with the Procedural Guide and other requirements of Intertek. The term "requirements" as used herein shall include (a) the description, specifications and requirements contained in the Procedural Guide, (b) the published Standard or Standards, if any, applicable from time to time to the Verified Product and, any written performance requirements separately applied as a condition of verification of the product.
3. The ETL Verified Mark, Intertek's name, or abbreviation, or any other form of reference which may be interpreted to mean Intertek Testing Services, shall not be used on the product or its container or packaging, except in the form or manner specified in the Procedural Guide.
4. Intertek will permit references of Intertek Testing Services, in promotional or advertising material solely in connection with Verified Products which bear the ETL Verified Mark, provided that in the reasonable judgment of Intertek the promotional or advertising material is not in conflict with the findings and listings of Intertek and that the reference to Intertek Testing Services. Intertek in no way tends to create a misleading impression as to the nature of Intertek's findings, listing, labeling, and follow-up service and does not make use of any registered label of Intertek. Except for the ETL Verified Mark no reference to ETL or Intertek shall be used in advertising and promotional material supplied with the product unless when so referred to in the text prescribed by the Procedural Guide shall be set forth in full.
5. The ETL Verified Mark shall be obtained only when and in the manner authorized by Intertek and subject to control of Intertek pursuant to the Procedural Guide and this Agreement. Unless otherwise specifically authorized by Intertek, the ETL Verified Mark for use on or in connection with the Verified Product shall be separable in form, such as labels, markers, stickers, nameplates, or other media as authorized by Intertek.
6. Orders for separable ETL Verified Marks shall be processed through Intertek and shall not be filled without authorization by Intertek, which authorization will not be unreasonably withheld. Separable ETL Verified Marks shall be obtained only as specified by Intertek.
7. Notwithstanding the manufacturing cost of labels or other means of applying the ETL Verified Mark to the Verified Product is not paid by Intertek, it is agreed that the title to and the right of control of labels, markers or other means of marking shall be vested in Intertek until such time as the ETL Verified Marks or markers are properly applied to the Verified Product in accordance with this Agreement and the Procedural Guide.

Intertek's representatives shall have the right, on demand, to acquire possession of any and all unused ETL Verified Marks or other means for applying the ETL Verified Mark when in the reasonable judgment of Intertek's representative such action is warranted.

8. The Participant agrees that Intertek, in performing its functions as set forth in the Procedural Guide and in accordance with its objects and purposes of Participant, does not assume or undertake to discharge any

responsibility of Participant to any other party or parties. The Participant recognizes that the opinions and findings of Intertek represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with its objects and purposes, and agrees that Intertek does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by a third party.

9. The Participant recognizes that many tests specified in the requirements of Intertek are inherently hazardous and agrees that Intertek neither assumes nor accepts any responsibility for any injury or damage to the Participants property or personnel that may occur during or as a result of tests, whenever performed, whether performed in whole or in part by the Participant or Intertek, and whether or not any equipment, facility or personnel for or in connection with the test is furnished by the Participant or Intertek, except when such injury or damage results from negligence on the part of Intertek's personnel.
10. The Participant assumes full and complete responsibility for its use of the ETL Verified Mark and agrees that it will, through proper inspection or otherwise, determine that the products bearing the ETL Verified Mark have been made in compliance with the requirements of Intertek. The Participant agrees that its use of the ETL Verified Mark constitutes its declaration that the products are verified by Intertek and have been made in compliance with the requirements of Intertek and the Procedural Guide.
11. The Participant acknowledges that the manufacture, sale, delivery, shipment, distribution or promotion of any Verified Product utilizing a marking or description referring to Intertek would mislead the public if such a Verified Product is not eligible to use the marking or description or does not comply with the requirement of Intertek or the Procedural Guide or if the ETL Verified Mark is used in any other way than as herein provided, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the Participant agrees that in the event of the breach of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of Intertek restraining the Participant from further use of the ETL Verified Mark or any other reference to Intertek in any manner whatsoever, and from any further sale or offering for sale, delivery or distribution of said products bearing the ETL Verified Mark or any other reference to Intertek any other relief which may be deemed appropriate. Such temporary injunction shall not, however, restrain the sale and delivery of products already bearing the ETL Verified Mark which have been previously found to be listed and to be in compliance with the requirements of Intertek at the time the ETL Verified Mark was applied to the product. The granting or issuance of such temporary injunctions shall not affect any right of Intertek to compensatory and punitive damages for the misuse of its ETL Verified Mark or its name, abbreviations, or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement. The Participant agrees to hold Intertek harmless and to defend and indemnify Intertek against any loss, expense, liability or damage, including reasonable attorney's fees, arising directly out of any knowing or intentional misuse by the Participant of the ETL Verified Mark or arising directly out of any material breach by the Participant of the terms and conditions of this Agreement and the Procedural Guide.
12. The Participant shall establish and maintain a program of production, inspection and tests so as to assure compliance of the Verified Product with Intertek requirements and the Procedural Guide.
13. The Participant agrees that the Follow-up Service of Intertek, and any sampling, inspections or tests conducted by Intertek in connection therewith, is designed to serve only as a check on the means which the Participant exercises to determine compliance of the Verified Products with the requirements of the Procedural Guide, and that the Participant is in no way relieved thereby of his responsibility for the Verified Products.
14. During the continuance of the Program, representatives of Intertek will make periodic selections of the Verified Products at the facilities of Participant and may, from time to time, select samples of Verified Product from the facility of the Participant, the open market, or elsewhere to be sent to an Intertek testing facility for examination or test to determine compliance with the Procedural Guide.

15. Intertek's representative shall at all times during the Participant's business hours or when Participant's factory or storage facilities are in operation have free, unannounced and immediate access to the Participant's factories and other facilities where the Verified Products or any component thereof, may be fabricated, processed, finished, stored or located in order that such representative may properly perform his functions under the Follow-up Service. The right of Intertek representative to obtain such free access to the factory or other such facilities shall not be conditioned upon the execution by him or Intertek of any agreement, waiver or release which in any way purports to affect his legal rights or the rights or obligations of Intertek, and any such document executed in contravention of this provision shall be without force or effect. Intertek, however, shall direct its representatives to exercise due care in complying with any plant safety regulations which may be applicable generally to the plant personnel. Such access shall be performed by the Intertek representative in such a manner as not to unduly delay or interfere with the Participant's operation, and shall be permitted only for the purposes specifically set forth in this Agreement.
16. The Participant shall provide and maintain in good condition adequate and sufficient facilities and equipment for the manufacture of the Verified Products, and provide for free and immediate access of the Intertek representative to such facilities and equipment promptly when changes in Verified Products, production volume, requirements, listing or procedures in the Procedural Guide so require. The Participant shall extend all necessary privileges and assistance to the Intertek representative in order that such representative may properly perform his functions under the Procedural Guide.
17. Should examination or test of a product disclose features which in the opinion of the Intertek representative are not in compliance with the requirements of Intertek and the Procedural Guide, the Participant will either correct such items or remove the ETL Verified Mark from such Verified Products as are designated by the Intertek representative. In the event of disagreement between the Participant and Intertek's representative as to whether a Verified Product is eligible for use of the ETL Verified Mark, the Participant may hold the Verified Product at the designated location pending appeal to and a decision of Intertek, and shall make all ETL Verified Marks and means for applying ETL Verified Marks available at all reasonable times for inspection by the Intertek representative.
18. It is recognized that, as an independent organization testing for public safety, Intertek will, from time to time, notify the public concerning products in the program covered by this Agreement then or previously marketed by Participant which its investigations and test disclose are extremely dangerous and unsuspectingly hazardous. Intertek will use its best efforts to notify the participant prior to any notice given to third parties as contemplated herein of such a condition.
19. Intertek will refrain, without the Participant's prior authorization in writing, from disclosing to third parties proprietary information which is obtained by Intertek in confidence from the Participant and which is not already available to the public or subsequently is acquired from other sources. If Intertek is served with a subpoena, subpoena duces tecum, or a court order concerning the Participant's proprietary information or a report made by Intertek, based upon the information, Intertek shall immediately notify the Participant by sending to it a copy of said subpoena, subpoena duces tecum, or court order, or other official Governmental request, with said notification. The Participant shall determine whether it wishes to contest the validity, scope, or content of said subpoena, subpoena duces tecum, or court order, and shall advise Intertek. The costs incurred by Intertek in contesting or complying with the Order or Subpoena, including reasonable attorney's fees, shall be reimbursed by the Participant immediately upon invoicing by Intertek.
20. It is understood that the cost of the investigation, listing, labeling and Follow-up Service is defrayed by charges which vary according to the nature and extent of the follow-up needed. Charges for maintaining

the verification and conducting the Follow-up Service will be billed to the Applicant at current rates set forth in Schedule A hereto, which may be changed from time to time as Intertek may determine and upon thirty (30) days written notice to the Applicant.

It is understood that where an abnormal amount of time is required as a result of the Participant's failure to conform to Intertek requirements and the requirements of the Procedural Guide, or where the Participant's control procedures are below what is considered normal under the circumstances, the cost of the extra service shall also be billed to the Applicant. Applicant agrees to pay the charges for the investigation, listing, labeling and Follow-up Service upon presentation of invoices and shall be considered in default if the charges are not paid within thirty days after presentation of invoices.

21. If a revision in the Intertek requirements as set forth in the Procedural Guide is adopted or the requirements of the Procedural Guide are withdrawn during the term of this Agreement, Intertek shall determine the date by which use of the ETL Verified Mark under the Procedural Guide shall terminate and shall notify the Participant of such date. Participant agrees to comply with any such notice. If the Procedural Guide is revised, the continued verification of the product and the right of the Participant to use the ETL Verified Mark beyond the specified date shall be contingent on a new product sample being submitted to Intertek, found to comply with the revised requirements of the Procedural Guide or, if the requirements of the Procedural Guide are withdrawn, the verification of the product shall be terminated on the specified date and the right to use the ETL Verified Mark will cease on that date. Where examination and/or testing of the product is necessary to determine its compliance with new or revised requirements, the cost of such determination shall be charged to the Applicant on the same basis as a new product submittal.
22. If the Participant defaults in any of its obligations under this Agreement with Intertek and fails to cure such default within ten (10) days after receipt of written notice thereof, Intertek may at its election immediately terminate or suspend as to any Verified Products affected by such default the rights or authority conferred by this Agreement without prejudice to any other rights which Intertek may have. The Participant understands that Intertek may notify vendors, authorities, potential users, and others of an improper or unauthorized use of its ETL Verified Mark or any other improper or unauthorized reference to Intertek when, in the reasonable judgment of Intertek, such notification is necessary in the interest of public safety or for Intertek's own protection.
23. Upon the occurrence of any of the following events or conditions, Intertek may terminate in whole or in part as to any or all Verified Products the rights or authority conferred by this Agreement upon not less than thirty (30) days' written notice to the other party indicating an intention to terminate and specifying the proposed termination date: (a) Failure to use the ETL Verified Mark on the Verified Product for a period of two (2) consecutive calendar years, (b) the filing of any voluntary or involuntary petition in bankruptcy by or with creditors of the Participant and failure of Participant to have any such involuntary petition dismissed within 90 days after its filing, the making of any arrangement or composition with creditors of the Participant, (d) the appointment of receiver of the Participant, or (e) the voluntary or involuntary liquidation of the business of the Participant.
24. Either party may, for any reason, terminate in whole or in part as to any or all Verified Products the rights or authority conferred by this Agreement upon not less than sixty (60) days' written notice to the other party.
25. Any notice of intention to terminate the Agreement shall specify the proposed termination date and shall be sufficient if sent by registered or certified mail, return-receipt requested addressed to the party to be notified at his last known address. The 60-day period shall be deemed to commence upon the date of

mailing of the notice in the United States Mail.

26. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination, shall not relieve the Participant of his obligation of indemnity as to Verified Products manufactured or distributed prior thereto, and shall not excuse the Participant from paying any charges owing to Intertek.
27. Upon termination of any rights or authority conferred by this Agreement, the Participant shall, from and after the effective date of termination, discontinue his use of the ETL Verified Mark in connection with any Verified Product which is the subject of such termination. In such a case, the Intertek representative shall, upon demand, have the right to acquire possession of any unused ETL Verified Marks which were issued for use in connection with the Verified Product which is subject of such termination.
28. Listing, Labeling, and Follow-up Service shall be discontinued on any Verified Product which, for any reason, is no longer eligible for verification.
29. The rights running to the Participant under this Agreement may not be assigned to or acquired by any other person, firm or corporation without Intertek's written authorization.
30. This Agreement shall continue in effect for a period of one year from the date first above written and shall automatically be renewed thereafter for the periods of one year, unless the termination rights provided for this Agreement are exercised.
31. In the event of an incorrect listing published in the Program Directory by Intertek, the Participant agrees not to hold Intertek liable in any way for damage caused by such incorrect published listing provided that Intertek notifies all recipients of said Directory of a correction in the incorrect listing within thirty (30) days after the mistake has been called to Intertek's attention, unless such damage was the result of an intentional, willful act or gross negligence on the part of Intertek.
32. This Agreement and each and every covenant, obligation, representation, right, term and condition hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and to any assigns that may be consented to in accordance with Section 29 above.
33. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings either written or oral. This Agreement may be modified or amended only by an instrument in writing, duly executed by appropriate representatives of both parties.

Intertek ETL SEMKO

By: _____
(Donald Nicholson)

By: _____
(Name of Authorized Individual - Printed or Typed)

Title: _____

(Participant Company Name)

By: _____
(Proprietor, Partner, or Authorized Officer - Signature)

By: _____
(Name of Authorized Individual - Printed or Typed)

Title: _____

Date Signed:

Date Signed: