Plastic Pipe and Fittings Association

Component Packet

for

PPFA Sustainable Manufacturing Conformity Assessment Program for Plastic Piping Components
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APPLICATION AND PARTICIPATION AGREEMENT

for

Participation in the Plastic Pipe and Fittings Association Sustainable Manufacturing Conformity Assessment Program for Plastic Piping System Components

This Application and Participation Agreement entered into and by between ________________________________________________, (hereinafter “Applicant”), and Plastic Pipe and Fittings Association, an Illinois not-for-profit corporation having its principal place of business at 800 Roosevelt Rd, Building C, Suite 312, Glen Ellyn, IL 60137, (hereinafter “PPFA”) on this _______day of ________, 201__, hereinafter a Party or the Parties.

WHEREAS, PPFA has established, owns and administers a conformance assessment program (hereinafter “Program”) for the manufacture of plastic piping system components that meets the requirements of the Sustainable Manufacturing Standard for Plastic Piping System Components SMS 01-2012, (hereinafter “Standard”), attached hereto and incorporated herein as Appendix A;

WHEREAS, PPFA has adopted a Compliance Manual, (hereinafter “Manual”), for the Program which includes, among other things, procedures for initial qualification, requirements for manufacturers to demonstrate compliance with the Standard, inspection procedures to determine compliance with the Standard and Conditions of Use of PPFA’s trademarks, which Manual is attached hereto and incorporated herein as Appendix B; and

WHEREAS, PPFA owns a conformity assessment mark, (hereinafter “Mark”) which it offers to Program participants who may use it only under the terms and conditions of a license agreement (hereinafter “License”) which License plus its attachments are attached hereto and incorporated herein as Appendix C;

WHEREAS, Applicant desires to have the manufacturing processes and procedures at the location(s) listed on Appendix D attached hereto and incorporated herein certified as meeting the requirements of the Standard;

NOW THEREFORE, in consideration of the payment to PPFA by Applicant of annual fees and such additional fees for the administration of this Agreement and the Program as the PPFA Board of Directors may from time to time determine, the mutual promises and covenants contained herein and other good and valuable consideration, the Parties hereby agree as follows:

A. PPFA shall admit Applicant as a full participant in its Conformity Assessment Program and shall license participant to use its conformity assessment trademark under the terms of its License Agreement therefore. PPFA also agrees to adhere to all obligations imposed on it by the Conformity Assessment Compliance Manual, including but not limited to the confidentiality obligations contained therein, and by any other aspects of the Program.

B. Applicant agrees that if approved by PPFA as a participant in the Program, it shall:
   1. Adhere to all the requirements and procedures applicable to it contained in the Manual.
   2. Adhere to all the terms of the License Agreement and its attachments applicable to it.
3. Promptly pay to PPFA all Program related fees and costs. The PPFA Board of Directors shall determine from time to time all fees to be paid under this Agreement and the Program in general. Unless otherwise determined by the Board, all fees shall be paid in advance and are non-refundable. PPFA shall provide Applicant with thirty (30) days advance written notice of any increase in such fees.

4. Hereby authorizes PPFA to use Applicant’s name and/or its trademark(s) in a directory or other listing of manufacturers whose plant(s) utilize manufacturing processes certified under the Program, the location of such plants and to otherwise publicize Applicant’s participation in the Program.

5. Recognize PPFA as being solely responsible for interpreting all provisions, terms and any other aspects of the Standard, the Manual, the License, this Application or any other materials arising out of or related to the Program; and that all PPFA’s decisions regarding such matters will be final.

6. In the event Applicant’s participation in the Program ceases, for whatever reason, it shall cease using the Mark and any reference of any kind to its certification by PPFA.

7. Obtain PPFA’s prior written approval prior to publishing or otherwise publicly describing or referencing any aspect of the Program or its certification thereunder.

8. Provide PPFA with the most current names and contact information of the primary and secondary contact persons at each plant having a PPFA certified manufacturing process.

C. The Parties further agree:
1. The manufacturing facilities, raw materials handling and usage procedures, production processes and all records related thereto and to the Program including uses of the Mark for each plant using certified manufacturing procedures and processes may be inspected or audited by PPFA inspectors or agents as provided more specifically in the Manual. Personnel having authority over or responsibility for each plant using certified manufacturing processes and procedures and other personnel may be interviewed in connection with such inspections or audits. Licensee and its personnel shall cooperate fully with PPFA in conducting all such interviews, inspections, reviews and audits.

2. This Agreement may be terminated at any time for any reason by and in the sole discretion of either party by giving sixty (60) days advance written notice of termination to the other party; provided however, this Agreement may be terminated immediately by PPFA upon any breach by Licensee of this Agreement or the failure of Licensee to fulfill any other requirement of the Program. Upon termination, Licensee agrees to pay any outstanding fees or other financial obligations due to PPFA.

3. Applicant agrees not to use PPFA’s name, logo, acronym, or any other PPFA related marks without the prior written approval of PPFA.

4. PPFA shall not be liable for any incorrect listings or references with respect to the Applicant’s participation in the Program unless PPFA shall have willfully or intentionally caused such error to occur.

5. Nothing in this Agreement or the Program shall be construed as constituting a partnership or any other type of joint venture or joint arrangement between PPFA and Applicant, except that of a participant in the Program. Applicant is not authorized to act as an agent for or on behalf of PPFA at any time and in any manner.

6. Applicant covenants to hold harmless PPFA and its directors, officers, staff, agents and counsel from any and all claims or liabilities for property damage, personal injury, death, loss of earnings or profits, or legal fees which arise out of, or in connection with this Agreement or the Program if such claims or liabilities arise out of the negligence or willful misconduct of the Applicant.

7. PPFA, its officers, directors, members, staff, agents and counsel shall not be liable to Applicant for any act or omission related to or arising from the Program. Applicant shall defend PPFA, its officers, directors, members, staff, agents and counsel against any claims of whatever nature arising from any Program related act(s) or omission(s) by Applicant, and Applicant shall indemnify and hold them or any of them harmless from any liability which may be imposed upon them or any of them arising out of Program related acts or omissions by Applicant.

8. Licensee shall not be liable to PPFA, its officers, directors, members, employees, agents and counsel for any claims or any liability arising out of any Program related acts or omissions of any other person or entity licensed by PPFA to use the Mark, nor shall PPFA, its officers, directors, members, employees, agents and counsel be liable to Licensee for any such acts or omissions.
9. Licensee hereby waives any and all claims it now has or may have against PPFA, its officers, directors, members, employees, agents and counsel arising out of the development and conduct of any aspect of the Program or this Agreement, including but not limited to, the Standard.

10. No rights or obligations under this Application or any aspect of the Program may be transferred or assigned to any individual, person, corporation, company, partnership, or to any business successor by sale, merger, or otherwise, without the expressed written consent of PPFA.

11. Neither PPFA nor its representatives endorse the Applicant or any of its products as a result of this Application or Applicant’s participation the Program nor do it or they certify, warrant or guarantee, directly or indirectly, any product or any attribute of any product of Applicant, whether produced by processes or procedures certified under the Program or otherwise.

12. This Agreement in all its terms shall be construed and covered by the laws of the State of Illinois excluding any applicable conflict of laws provisions, with jurisdiction and venue for all actions between the Parties to be fixed in a court of original jurisdiction in DuPage County, Illinois.

13. If any provision or aspect of this Agreement or the Program is found to be invalid or unenforceable, all remaining provisions or aspects of this Agreement or the Program shall continue to be binding and enforceable.

14. Any waivers of rights or obligations under the Program must be in writing. No waiver shall affect any right(s) a Party may have under any aspect of the Program. All rights and remedies under the Program shall be distinct, separate, and cumulative.

15. The rights and duties of the Parties shall bind and inure to the Parties’ successors or assigns.

16. This Agreement shall become effective upon its execution by PPFA. After the effective date of this Agreement, it shall continue in force and effect until December 31 of the then current year and shall be automatically renewed from year to year thereafter unless terminated pursuant to this Agreement.

17. Each Party has the full right, power and authority to execute, deliver, and carry out the terms of this Agreement and all documents and agreements necessary to give effect to its provisions.

IN WITNESS WHEREOF, this Agreement has been duly executed by each Party on the date below its signature.

Plastic Pipe and Fittings Association                      Applicant
By:__________________________________________          By:__________________________________________
(Please Print)                                           (Please Print)
Title:__________________________________________          Title:__________________________________________
(Please Print)                                           (Please Print)
_________________________________________________          ______________________________
Signature                                              Signature
_________________________________________________          ______________________________
Date                                                   Date
PPFA Sustainable Manufacturing Conformity Assessment Program for Plastic Piping Components

Fee Schedule

Company Name: ____________________________________________

Plant Address: ________________________________________________

Phone: ___________________ E-Mail: ________________________

( ) PPFA Member Firm  ( ) Non-Member Firm

Member Initial Onsite Program Introduction Visit: $3,000  ________
One-time fee per plant

Member Annual Audit Fee: $2,000  ________
Fee per plant

Non-Member Initial Onsite Program Introduction Visit: $6,000  ________
One-time fee per plant

Non- Member Annual Audit Fee: $4,000  ________
Fee per plant

Total Enclosed: ________

Remit Payment and an Application for Each Plant to:
PPFA
800 Roosevelt Road, Bldg. C-312, Glen Ellyn, IL  60137
Ph. 630-858-6540   Fax: 630-790-3095

All fees shall be paid in advance and are non-refundable. PPFA shall provide Applicant with thirty (30) days advance written notice of any increase in such fees.
This pre-audit checklist is intended to help your plastic piping system component facility prepare for onsite inspections or mail-in audits to determine compliance with SMS 01, SUSTAINABLE MANUFACTURING STANDARD for PLASTIC PIPING SYSTEM COMPONENTS. It is intended to identify relevant records so that you can have them ready, and in order, for the inspector’s review or subsequent audits. It is not intended to replace the SMS standard requirements, but rather to assist in the data review process. Please review this checklist prior to an inspection or an audit, and have or submit all required materials available in the order below. Please have a checked off copy of this form as the top sheet of the inspection or audit materials. For specific requirements and definitions, please refer to the most recent version of SMS 01. For subsequent audits, the previous year’s data for this location will be utilized as the baseline and will also be required.

SMS Section 4.1.1, Water Conservation

1. ☐ Water Utility bills by month from the most recent 12 months; include a summation by month for all meters on the top of the packet of water bills; or
2. ☐ Logs of water sub-meters (12 months) if present, that show process water sourced from rainwater harvesting.
3. ☐ Progress records on water conservation that are maintained and reviewed by management on at least a quarterly basis containing noted issues and corrective actions taken;
4. ☐ Objective evidence that clearly shows your plant meets or has met, the exception criteria where water savings from capital improvements greater than 1.0% per equivalent weight of products manufactured in a single year may be credited against the required reductions.

SMS Section 4.1.2, Packaging Materials Waste

1. ☐ A copy of the documented program to reduce packaging materials waste;
2. ☐ Logs of packaging materials consumed and the non-biodegradable and non-recycled waste in pounds (12 months); include a summation by month of packaging material waste by weight vs. total packaging used and product generated;
3. ☐ Progress records that are maintained and reviewed by management on at least a quarterly basis containing noted issues and corrective actions taken.

SMS Section 4.2.1, Material Conversion Efficiency/Product Material Waste

1. ☐ Logs, for 12 months in pounds, for all products covered by this Standard which includes finished (marketable) goods, raw materials and finished goods scrapped, landfilled, or incinerated without energy recovery (not recycled) for thermoplastic, thermoset, and metallic production; a summary that calculates the material conversion efficiency and product material waste rate by month and product (thermoplastic, thermoset, metallic) shall be included on the top of the submitted monthly logs);
2. ☐ Logs that are maintained regarding Material Conversion Efficiency/Product Material Waste and reviewed by management on at least a quarterly basis and containing noted issues and corrective action taken.

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SMS Section 4.2.2, Energy Efficiency

1. □ Proof of a documented program to improve energy efficiency of its operations and minimize non-renewable energy use at the certified manufacturing facility;
2. □ 12 months of total energy (electric, oil, gas) bills including a monthly summation for all meters by energy source;
3. □ 12 months of records of renewable energy use, when utilized (contracts, bills, sub-meters) including a monthly summation of them;
4. □ If desired, calculated on a daily basis, 12 months of local weather conditions for heating and cooling day proration;
5. □ Documented evidence that clearly shows your plant meets, or has met, the exception criteria where energy savings from capital improvements greater than 1.0% per equivalent weight of products manufactured in a single year may be credited against the required reductions;
6. □ Logs included within 2, 3, and 4 above, maintained and reviewed by management on at least a quarterly basis with noted issues and corrective actions taken.

SMS Section 4.3.1

1. □ A completed OSHA 300A form showing your plant’s OSHA-recordable injury incident rate (TRIR); or
2. □ If the TRIR requirement is not met, (a TRIR less than the average for its respective North American Industry Classification System (NAICS - 326122) class for the year with the highest incident rate for its NAICS class during the period 2007-2009), a definitive and fully documented program in place that includes a progress timetable to fulfill this requirement which is reviewed by management on at least a quarterly basis with issues and corrective actions taken;

SMS Section 4.3.2

1. □ Examples (links, photos, copies) of publicly available information and training materials for the correct and safe use of your facilities products

SMS Section 4.3.3

1. □ Does the producer qualify for Section 4.3 certification points by meeting the safety requirements of Appendix 3, Safety Program Optional Credits? If so, provide a summary and appropriate proof in Appendix 3.

SMS Section 5.1, Life Cycle Assessments/Life-Cycle Inventory

SMS Section 5.1.1

1. □ Include Life Cycle Assessments (LCA) and/or Life Cycle Inventory (LCI) datasheets completed within the last 12 months for the Plastic Piping Education Foundation (PPEF) Industry Program (data sheets are included in the certification “packet”).

SMS Section 5.1.2 (optional)

1. □ Records of any independent Life Cycle Assessment and/or Life Cycle Inventory on its products or processes in addition to participation in the PPEF LCA/LCI referenced in 5.1.1;
2. □ Evidence the producer conducted any independent LCA/LCI in accordance with ISO Standards 14040-14044 and an impact analysis performed in accordance with the U.S. Environmental Protection Agency (USEPA) Tool for the Reduction and Assessment of Chemical and Other Environmental Impacts (TRACI);

3. □ Evidence that any independent LCA/LCI reports are published as required in a publicly available database such results shall be published, at a minimum, in the U.S. National Institute of Standards and Technology (NIST), Building for Environmental and Economic Sustainability (BEES) database.

**SMS Section 5.2.1**

1. □ A listing of all products produced in conformance with the Standard at this location for which it is claimed meet the requirements of the NSF/ANSI 61 Drinking Water System Components – Health Effects, NSF/ANSI 14 Plastics Piping Systems Components and Related Materials, and the applicable product standards listed in Section 3.0 of the standard and evidence that such requirements are met.

**SMS Section 5.3, Mandatory Compliance Points**

1. □ A listing of the minimum of twelve (12) earned points based on the list of programs and practices with assigned points in Appendix 2.

**SMS Appendix 2 Documents Needed to Show Compliance**

The Standard requires a minimum of twelve (12) elective points from Appendix 2. Only documents relevant to the points each facility earns are required at the time of the audit.

1. □ Evidence of a Life Cycle Cost Analysis on use of renewable energy sources
2. □ Records of annual workshops for employees on the need and methods of sustainability (course materials and dated sign in sheets)
3. □ Records of fulfilling the public notice requirements under the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act
4. □ Records of adoption and certification of an environmental management system that conforms to ISO Standard 14001
5. □ The list of principles for sustainable product design and those principles in its product development programs
6. □ Documentation indicating the source all non-plastic resin raw materials and packaging materials from suppliers with locations within a 500 mile radius of producers plant
7. □ Documentation indicating sources of at least 90% by weight of the resin the facility uses are from suppliers delivering by rail
8. □ Documents and visual evidence of recycling programs for office waste materials
9. □ Documents of an in-place product recycling program for post-consumer plastic piping system components manufactured by the producer. Evidence that such a program is publicized at least annually to all customers of the producer. A producer shall participate in industry activities to quantify and promote the recycling of plastic pipe and fittings products.
10. □ Records of program documents to minimize water discharged to local sewer systems with annual improvement targets and records kept to determine if they are met. Reports of quarterly review by management and corrective action taken, if targets are not being met.

11. □ Records of achieving safety goals as defined in Appendix 3

12. □ Records of programs in place to recycle Product Material Waste not embodied in the finished product

13. □ Documentation showing that Packaging Materials for at least 50% of products equivalent weight contains a minimum of 25% recycled content

14. □ Proof of compliance with ISO series 9001

**SMS Section 5.4, Sustainability Mission**

**SMS Section 5.4.1**

1. □ Copy of a publicly available written mission statement of its commitment to sustainability

2. □ Objective evidence that this statement is posted at this certified facility

**SMS Section 5.4.2**

1. □ A list of names of the qualified person, or persons, within its organization (on site or at another location) whose responsibilities include, either on a full- or part-time basis, assuring attainment of its sustainability mission at that site

**Additional Required Materials**

1. □ Schedule of planned holiday and shut-down dates

2. □ Scale calibration logs, if in-house scales are used
Sustainable Manufacturing Standard for Plastic Piping System Components

SMS 01-2012
1.0 General

1.1 Purpose

The purposes of this Standard are to establish requirements for measuring both the existing environmental performance and the continuous improvement thereof by manufacturers of plastic piping system components.

1.2 Scope

1.2.1 Application

This Standard applies to those who manufacture plastic piping system components and to the resources used in their manufacture.

2.0 Definitions

Following are the sources of the definitions used in this Standard. If there is a conflict between or among definitions in these sources, the source definitions in the following order shall prevail:

- This Standard
- ISO Standards 14020, 14024 and 14025
- Product Standards listed in Section 3.0 of this Standard

Note: In this standard where one of the following definitions is applicable, it is italicized.

**Energy Recovery:** The process of obtaining energy from combusted material.

**Equivalent Weight:** Ratio of material or resource calculated per weight of product produced. For example, *Equivalent Weight Percentage of Product Material Waste = [Amount of waste weight]/[weight of product produced]*.

**Material Conversion Efficiency:** Percentage of raw materials such as resins or other ingredients used in the manufacture of products, which are embodied in the finished product or recycled externally.

**Packaging Materials:** All materials used for packaging raw materials and finished products such as, for example, stretch wrap, strapping, cardboard and paper.

**Product Material Waste:** Raw materials or processing aids, excluding packaging materials, used in connection with the manufacture of products that are not embodied in finished products and are sent to a landfill or incinerated without energy recovery.

**Producer:** A manufacturer of products.
Product(s): Plastic piping system component(s).

Raw Materials: Plastic resins, compounds or other ingredients used in the manufacture of product(s).

Supplier: Anyone supplying raw materials to a producer for use in the manufacture of products.

Transportation Materials: Materials such as, for example, pallets used in the transportation of both raw materials and products.

3.0 Normative References

ISO 9001 Quality management systems – Requirements
ISO 14001 Environmental Management systems – Requirements with Guidance for Use
ISO 14020 Environmental Labels and Declarations – General Principles
ISO 14024 Environmental Labels and Declarations – Type I Environmental Labelling – Principles and Procedures
ISO 14025 Environmental Labels and Declarations – Type III Environmental Declarations – Principles and Procedures
ISO 14040 Environmental Management – Life Cycle Assessment – Principles and Framework
ISO 14041 Environmental Management – Life Cycle Assessment – Goal and Scope Definition and Inventory Analysis
ISO 14042 Environmental management – Life Cycle Assessment – Life Cycle Impact Assessment
ISO 14043 Environmental Management – Life Cycle Assessment – Life Cycle Interpretation
ISO-14044 Environmental Management – Life Cycle Assessment – Requirements and Guidelines
NSF/ANSI 61 Drinking Water System Components – Health Effects,
NSF/ANSI 14 Plastics Piping Systems Components and Related Materials

4.0 Baseline Conformance Requirements

A producer claiming conformity with this Standard must meet all of the requirements in this section. Each such producer shall establish for each of its manufacturing facilities an initial conformance baseline for each of the requirements in this section. Baselines shall be determined by, among other things, reference to a producer’s past performance as well as its current and projected capabilities. These baseline requirements, when met, will constitute compliance with this Standard; and they will also serve as starting points from which to measure continual improvement as may be required by this Standard.

4.1 Waste minimization
4.1.1 Water Conservation
A producer shall maintain a definitive and fully documented program to conserve water at each of its certified manufacturing facilities (includes both office and plant). Either annual reductions of at least 1.0% of potable water used per equivalent weight of product manufactured must be achieved or all process water must be sourced from rainwater harvesting. Progress records shall be maintained and reviewed by management on at least a quarterly basis and corrective action taken as necessary.

Exception: A producer may earn credits against its future annual reduction requirements for capital or other improvements which result in annual reductions greater than 1% of potable water used per equivalent weight of product manufactured in the year(s) for which the credit is sought. Such credits shall be determined as follows:
If the Standard is exceeded by 1%, credit is for 1 year.
If the Standard is exceeded by 2%, credit is for 2 years.
If the Standard is exceeded by 3%, credit is for 3 years.
If the Standard is exceeded by 4%, credit is for 4 years.
If the Standard is exceeded by 5%, credit is for 5 years.
If the Standard is exceeded by 6%, credit is for 6 years.
If the Standard is exceeded by 7%, credit is for 7 years.
If the Standard is exceeded by 8%, credit is for 8 years.
If the Standard is exceeded by 9%, credit is for 9 years.
If the Standard is exceeded by 10%, credit is for 10 years.

Any credit other than those established above, or any credit exceeding 10 years shall be determined by mutual agreement of Producer and PPFA.

4.1.2 Packaging Materials Waste
A producer shall maintain a definitive and fully documented program to reduce packaging materials waste at each of its certified manufacturing facilities. Annual reductions of at least 2.0% per equivalent weight of product generated must be achieved until a level of 5% or less Packaging Waste by weight is achieved and maintained. Progress records shall be maintained and reviewed by management on at least a quarterly basis and corrective action taken as necessary.

4.2 Resource Utilization Efficiency
4.2.1 Material Conversion Efficiency/Product Material Waste
A producer shall achieve the following annual material conversion efficiency minimums for all products covered by this Standard which are manufactured at each certified location:
### Table 4.2: Material Conversion Minimums

<table>
<thead>
<tr>
<th></th>
<th>Pipe</th>
<th>Fittings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thermoplastic</td>
<td>98%</td>
<td>95%</td>
</tr>
<tr>
<td>Thermoset</td>
<td>95%</td>
<td>N/A</td>
</tr>
<tr>
<td>Metallic</td>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Definitive records clearly and accurately reflecting the *Material Conversion Efficiency/Product Material Waste* for all materials used in all such *products* shall be maintained and reviewed by management on at least a quarterly basis and corrective action taken as necessary.

In addition to the material conversion minimums stated in table 4.2, annual reductions of at least .25% per *equivalent weight* of *Product Material Waste* generated must be achieved until a goal of less than 0.2% *Product Material Waste* is achieved and maintained. Progress records shall be maintained and reviewed by management on at least a quarterly basis and corrective action taken as necessary.

#### 4.2.2 Energy Efficiency

A *producer* shall maintain a definitive and fully documented program to increase energy efficiency of its operations and minimize non-renewable energy use at each of its certified manufacturing facilities (includes office and plant). Annual reductions of at least 1.0% per *equivalent weight* of *products* manufactured shall be achieved (proration and adjustment to account for seasonal temperature variations shall be permitted<sup>1</sup>). Progress records shall be maintained and reviewed by management on at least a quarterly basis and corrective action taken as necessary.

Exception: A producer may earn credits against its future annual reduction requirements for capital or other improvements which result in annual reductions in energy use greater than 1% per equivalent weight of products manufactured in the year(s) for which the credit is sought. Such credits shall be determined as follows:

- If the Standard is exceeded by 1%, credit is for 1 year.
- If the Standard is exceeded by 2%, credit is for 2 years.
- If the Standard is exceeded by 3%, credit is for 3 years.
- If the Standard is exceeded by 4%, credit is for 4 years.
- If the Standard is exceeded by 5%, credit is for 5 years.
- If the Standard is exceeded by 6%, credit is for 6 years.
- If the Standard is exceeded by 7%, credit is for 7 years.
- If the Standard is exceeded by 8%, credit is for 8 years.

<sup>1</sup> **Normalization of Annual Heating and Cooling Energy:** Energy demands on a building for heating and cooling purposes will vary from year to year due to local climate-seasonal variations in an uncontrollable manner that need to be normalized to determine if improvements in efficiency have been achieved. To compensate for such variations, heating degree days (HDD) and cooling degree days (CDD) shall be used to normalize annual heating and cooling energy fluctuations due to these variations. Normalization shall be done based on the normalized results of the previous year of the facility certified to this Standard. The base temperature selected shall be determined by the company applying for certification and the closest weather station data for the facility shall be selected from a database such as [http://www.degreedays.net/](http://www.degreedays.net/). Only energy used for heating and cooling purposes (electric A/C, gas heating, etc.) shall be normalized.
If the Standard is exceeded by 9%, credit is for 9 years.
If the Standard is exceeded by 10%, credit is for 10 years.

Any credit other than those established above, or any credit exceeding 10 years shall be determined by mutual agreement of Producer and PPFA.

4.3 Safety Performance
4.3.1 A producer shall maintain an OSHA-recordable injury incident rate (TRIR) less than the average for its respective North American Industry Classification System (NAICS - 326122) class for the year with the highest incident rate for its NAICS class during the period 2007-2009. If this requirement is not met, the producer shall have a definitive and fully documented program in place including a progress timetable to fulfill this requirement which shall be reviewed by management on at least a quarterly basis and corrective action taken as necessary.
4.3.2 A producer shall maintain publicly available information and training materials for the correct and safe use of its products.
4.3.3 Safety Program Requirements from Appendix 3
Note: A producer may acquire certification points for Section 4.3 purposes by meeting the safety requirements of Appendix 3.

5.0 Additional Conformance Requirements
A producer claiming conformity with this Standard shall meet all of the following requirements.

5.1 Life Cycle Assessments/Life Cycle Inventory
5.1.1 A producer shall participate in all industry averaging Life Cycle Assessments and/or Life Cycle Inventory analyses performed by the Plastic Piping Education Foundation (PPEF) or its designee in accordance with ISO Standards 14040-14044.
5.1.2 A producer who chooses to perform an independent Life Cycle Assessment and/or Life Cycle Inventory on its products or processes in addition to participation in the LCA/LCI performed under 5.1.1 shall conduct such LCA/LCI in accordance with ISO Standards 14040-14044 and an impact analysis shall be performed in accordance with the U.S. Environmental Protection Agency (USEPA) Tool for the Reduction and Assessment of Chemical and Other Environmental Impacts (TRACI). If a producer publishes its independent LCA/LCI results in a publicly available database, such results shall be published, at minimum, in the U.S. National Institute of Standards and Technology (NIST), Building for Environmental and Economic Sustainability (BEES) database.

5.2 Conformity Assessment
5.2.1 All applicable products produced by manufacturers claiming to conform to this Standard shall meet the requirements of the NSF/ANSI 61 Drinking Water System Components – Health Effects, NSF/ANSI 14 Plastics Piping Systems Components and Related Materials, and the applicable product standards listed in Section 3.0 of this standard.
5.3 Mandatory Compliance Points
5.3.1 All producers shall earn an annual minimum of twelve (12) points based on the list of programs and practices with assigned points in Appendix 2.

5.4 Sustainability Mission
5.4.1 A producer shall have a publicly available written mission statement of its commitment to sustainability. This statement shall also be posted at each certified facility.

5.4.2 A producer shall designate a qualified person, or persons, within its organization (on site or at another location) whose responsibilities include, either on a full- or part-time basis, assuring attainment of its sustainability mission at that site.

6.0 Product Marking
This Standard shall be identified on or in connection with products manufactured under processes and procedures certified as confirming to the Standard.

7.0 Certification
7.1 Eligibility
A producer of products covered by one or more of the standards listed in Section 3.0 is eligible to apply for certification to this Standard.

7.2 Conformance Certification
Certification of Conformance to this Standard may be awarded to those producers that meet the requirements of this Standard.

7.3 Conditional Conformance Certification
7.3.1 First time applicants shall be conditionally certified as meeting this Standard for a period of up to one year provided they submit the records necessary to establish a baseline against which their compliance to this standard will be compared.

7.3.2 If a producer falls out of compliance with this Standard they must cease use of the certification mark in a timeframe approved by the certifying body. However, on a one time only basis, a producer may be conditionally certified as meeting this Standard for a period of up to one year, provided that at the time of the conditional certification the producer meets the requirements of at least 8 (eight) of the mandatory sections (mandatory sections are 4.1.1, 4.1.2, 4.2.1, 4.2.2, 4.3.1, 4.3.2, 4.3.3, 5.1.1, 5.1.2, 5.2.1, 5.3.1, 5.4.1, 5.4.2) of this Standard. If a producer is unable to meet at least 8 (eight) of the mandatory sections of this Standard, or is still not compliant with the Standard following its allowable 12 (twelve) month conditional certification, the producer will be required to reapply for certification. The most recent compliance targets established by the producer during its participation in the certification program will be used as the baseline when it reapplys for certification.

Published by PPFA July 2012
Appendix 1: Informative References
(Reserved)

Appendix 2: Compliance Points

The following lists a series of actions or programs a producer can undertake in order to be in compliance with this Standard. Each activity shall earn the points indicated below. A producer shall choose from the list so that its annual point total is not less than 12 (twelve), except that the total points earned under Appendix 3 may not exceed 3 (three). Options include:

a.) Conduct Life Cycle Cost Analysis on use of renewable energy sources (2 points)
b.) Conduct annual workshops for employees on the need and methods of sustainability (3 points)
c.) Fulfill public notice requirements under the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act (2 points)
d.) Adoption and certification of an environmental management system for the certified manufacturing facility that conforms to ISO Standard 14001 (3 points)
e.) Develop a list of principles for sustainable product design and apply those principles in its product development programs (3 points)
f.) Source all non-plastic resin raw materials and packaging materials from suppliers with locations within a 500 mile radius (2 points for 95%, 1 point for 75% for each requirement, i.e. 2 points for 95% of non-plastic resin raw materials or 1 point for 75% of non-plastic resin raw materials)
g.) Producer sources at least 90% by weight of the resin it uses from suppliers delivering by rail. (2 points)
h.) Establish and maintain recycling programs for office waste materials (1 point)
i.) Develop and maintain a product recycling program for post-consumer plastic piping system components manufactured by the producer. Such a program shall be publicized at least annually to all customers of the producer. A producer shall participate in industry activities to quantify and promote the recycling of plastic pipe and fittings products (3 points)
j.) Programs shall be in place to minimize water discharged to local sewer systems with annual improvement targets and records kept to determine if they are met. Reports on meeting these targets shall be reviewed at least quarterly by management and corrective action taken, if targets are not being met (3 points)
k.) Achieve safety goals as defined in Appendix 3
l.) Producer shall have programs in place to recycle Product Material Waste not embodied in the finished product (2 points)
m) Packaging materials for at least 50% of products equivalent weight shall contain a minimum of 25% recycled content (1 point)
n) Compliance with ISO series 9001 (1 point)
### Appendix 3: Safety Program Optional Credits

<table>
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<tr>
<th>Requirement</th>
<th>Points Awarded</th>
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<tr>
<td>TRIR in upper 10 percent</td>
<td>2 points</td>
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<tr>
<td>TRIR(^1) in upper quartile</td>
<td>1 point</td>
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<tr>
<td>Win OSHA VPP(^2) or SHARP(^3) or equivalent</td>
<td>2 points</td>
</tr>
<tr>
<td>Participate in OSHA VPP(^2) or SHARP(^3) or equivalent</td>
<td>1 point</td>
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<tr>
<td>Programs in place to achieve best-in-class safety performance</td>
<td>1 point</td>
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<tr>
<td>Win PPFA Safety Award that year</td>
<td>2 points</td>
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\(^1\) Total Recordable Incident Rate  
\(^2\) Voluntary Protection Program  
\(^3\) Safety and Health Achievement Recognition Program
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1. **Forward**

1.1 This Manual (Manual) is an integral part of a Conformance Assessment Program (Program) offered by the Plastic Pipe and Fittings Association (PPFA) based on the *Sustainable Manufacturing Standard for Plastic Piping System Components (SMS-01-2012 (Standard)).* This Manual constitutes part of the agreement between PPFA and those manufacturers of plastic piping system components who participate in the Program.

1.2 A manufacturer participating in this Program agrees that each of the manufacturing processes and procedures utilized in each of its participating plants to produce products covered by the standards listed in Section 3 of the *Standard* meets, and will continue to meet, the requirements of the *Standard,* and that it will adhere to the procedures set out in this Compliance Manual, its trademark license with PPFA (attached here to) and all other aspects of the Program.

1.3 This Program is designed in general accordance with criteria outlined in ISO Guide 65, ISO 14020 and ISO 14025.

2. **Program Ownership**

   The Plastic Pipe and Fittings Association is the owner and sponsor of this Plastic Piping Systems Certification Program (*Program*) and this Compliance Manual (*Manual*).

3. **Resource and Reference Documents**

3.1 *Sustainable Manufacturing Standard for Plastic Piping System Component SMS 01-2012 (the Standard)*

3.2 ISO/IEC Guide 65, *General requirements for bodies operating Product Certification systems*

3.3 ISO/IEC 17020, *General requirements for the operation of various types of bodies performing inspection.*

3.4 ISO 14020 Environmental Labels and Declarations – General Principles

3.5 ISO 14025 Environmental Labels and Declarations – Type III Environmental Declarations – Principles and Procedures
4. **Definitions**

4.1 **Audit**: Evaluation by PPFA of compliance with *Standard* and all aspects of the program.

4.2 **Certification Program Directory**: A listing of the names of the manufacturing companies and the locations of those of its plants using manufacturing processes and procedures certified as meeting the *Standard*. The Certification Program Directory is maintained by PPFA on its web site.

4.3 **Conformity Assessment Board (CAB)**: A Board comprised of at least five (5) voting members, staff and legal counsel.

4.4 **Conformance Certificate**: Certificate issued by PPFA stating that the Certified Manufacturer meets the requirements of the PPFA Certification Program.

4.5 **Inspection**: Actual on-site in-person visit(s) including interviews, document and data reviews, and assessments performed by a representative of PPFA at a plant(s) or facility(ies) enrolled in this Program.

4.6 **Licensee**: A manufacturer of plastic piping system components that signs a License Agreement with PPFA governing Licensee’s use of the PPFA Program trademark.

4.7 **Manufacturer/Producer**: An entity responsible for the manufacture of plastic piping system components at the facilities where such components are manufactured.

5. **Program Elements and Evaluation Processes**

5.1 **Overview**: The primary features of this Program include the following:

5.1.1 Execution by a manufacturer (the Applicant) of an Application and Participation Agreement to enroll in the Program.

5.1.2 Concurrent with the Application, execution by the Applicant of a license agreement for the use of the PPFA Program Trademark.

5.1.3 Concurrent with the Application, agreement by the Applicant to abide by the procedures and requirements set out in this Manual.

5.1.4 An initial inspection and evaluation conducted at each of the Applicant’s facilities using manufacturing processes and procedures for which Applicant seeks PPFA Certification.
5.2 Evaluation Processes

5.2.1 The Applicant for certification shall submit all applicable documentation to PPFA of proof of compliance with the Standard. This documentation shall also include all information related to the Applicant’s quality control system as that may relate to Sections 4.0 and 5.0 of the Standard.

5.2.2 Separate documentation shall be submitted for each plant or facility using processes and procedures for which certification is sought.

5.2.3 PPFA shall evaluate the documentation to determine compliance with the Standard.

5.2.4 If, in the exclusive judgment of PPFA, the inspection and documentation review demonstrate compliance with the Standard, PPFA shall issue a Certificate of Compliance.

5.2.5 If, in the exclusive judgment of PPFA, the inspection and documentation does not demonstrate compliance with the Standard, PPFA shall notify the Applicant of the reasons for noncompliance, and determine, with the Applicant, how to correct the deficiencies and a timetable for such corrections.

5.2.6 Nothing in this Manual shall be construed as preventing PPFA from requiring additional on-site inspections of Applicant’s facilities.

5.2.7 An evaluation process shall be conducted annually in order to determine continuous improvement as required by the Standard.

6. Eligibility

6.1 Any manufacturer of plastic piping system components is eligible to participate in the Program as long as it complies with all Program requirements and executes the required agreements with PPFA. For manufacturers with more than one manufacturing plant or facility wishing to participate in the Program, each plant or facility producing plastic piping system components must participate in the Program independently. Each participating plant or facility shall be subject to the inspection, auditing, and evaluation process requirements in this Manual.

6.2 Participation in this Program is voluntary.

7. Participation/Licensing

7.1 To participate in the PPFA Certification Program, a manufacturer is first required to sign an Application and Participation Agreement with PPFA agreeing to abide by the Program requirements as set forth in that
Agreement and its referenced Program documents such as the trademark license agreement, this Manual, and the *Standard*.

7.2 All Program agreements are renewable according to their terms provided that the manufacturers continue to comply with the Program requirements and pay all applicable fees.

7.3 Failure to comply with any of the *Program* requirements may result in decertification of the certified manufacturing processes and procedures of a plant or facility where they are used.

8. **Revisions to Performance Specifications**

8.1 In the event that any of the baseline performance requirements established pursuant to Section 4.0 of the *Standard* are revised, PPFA shall notify the Program participants with instructions about the steps necessary to maintain certification approval.

9. **Certification of Conformance**

9.1 PPFA shall be solely responsible for determining Conformance Certification or Conditional Conformance Certification.

9.2 When PPFA determines that the Certification Program requirements are satisfied, it shall issue a Certificate of Conformance and list the manufacturer and its locations having certified manufacturing processes and procedures in the Certification Program Directory.

9.3 Upon receipt of a Certificate of Conformance a manufacturer is authorized to use the Certification Program trademark in accordance with the Conditions of Use attached to its License Agreement.

10. **Conditional Conformance**

A producer may be granted Conditional Conformance Certification for up to one year from the date the requirements of Section 7.3 of the *Standard* are met.

11. **Official List of Certification Program Participants**

11.1 When a Certificate of Conformance is issued, the recipient’s name and the relevant plant location(s) will be entered into the Official List of Certification Program Participants which is publicly available.

11.2 PPFA shall maintain the Official List of Certification Program Participants.

11.3 The Official List of Certification Program Participants shall contain the following:
11.3.1 Each manufacturer’s name, address, and other pertinent information.

11.3.2 Optional hyperlinks to the manufacturer’s web site.

11.4 The accuracy of the information on the Official List of Certification Program Participants shall be the responsibility of each listed participant.

12. Certification Program Mark

12.1 PPFA has the exclusive right to authorize use of its Certification Program Mark.

12.2 Authorization and right to use PPFA’s Mark is governed exclusively by a license agreement which each program participant must sign.

13. Manufacturer Literature

13.1 All references to participation in the PPFA Certification Program in a participant’s sales or promotional literature including the use of PPFA’s Certification Trademark are governed exclusively by its license agreement with PPFA.

14. Inspection/Audit of Manufacturing Plants or Facilities

14.1 After an initial on-site inspection(s) by PPFA, either subsequent on-site inspections or online audits shall be conducted by PPFA to verify a manufacturer's continual compliance with the Certification Program and the Standard.

14.2 In the case of on-site inspections, the manufacturer shall provide an annual schedule of all plant or facility closings, hours of operation, and shutdowns to PPFA for its use in scheduling such inspections.

14.2.1 Failure to provide the schedule required in Section 14.2 may result in a charge for an additional inspections if PPFA makes an unannounced visit to perform an inspection when the plant or facility is closed.

14.3 Each manufacturer shall designate an inspection or audit contact(s) to be responsible for working with PPFA during in-plant or in-facility audits, or off-site audit assessments, and shall supply contact information for the contacts to PPFA.

14.3.1 The inspection contact shall be familiar with the requirements of the Standard, along with the plants and facilities, and be able to provide full access to all relevant areas as requested by PPFA.
14.3.2 At least one secondary contact shall be designated by the manufacturer to work with PPFA in the event that the primary inspection contact is not available. If an inspection contact is not available for any reason when PPFA arrives for the on-site facility inspection, the manufacturer shall be liable for all expenses incurred for both the initial inspection and any rescheduled inspection(s).

14.3.3 The manufacturer, its inspection or audit contacts, and all other personnel who may be contacted by PPFA or its agents in connection with the certification program shall cooperate fully in all aspects with PPFA and its agents.

14.4 During the initial on-site inspection, PPFA will verify that the manufacturer satisfies the requirements of the Certification Program and the Standard.

14.5 Unannounced on-site inspections shall be permitted and may be conducted by PPFA.

14.6 During each inspection, the inspector shall have a copy of the Standard and other information submitted by the manufacturer to support qualification for participation.

14.7 If an off-site audit evaluation is performed, the manufacturer shall provide all necessary objective evidence to verify compliance and have a designated contact for PPFA to contact in case of any questions arising from the audit.

14.8 During on-site inspection, the auditor shall verify that the audited manufacturing procedures and processes used in the plant or facility are in compliance with the Program and the Standard.

14.9 The auditor’s report of on-site inspection results shall be issued to the manufacturer by PPFA within 14 days of the completion of the inspection.

14.10 The auditor’s report of the off-site audit results shall be issued to the manufacturer by PPFA within 14 days of the completion of the audit.

14.11 All issues of non-compliance with the Program requirements shall result in an action item. Manufacturers shall respond to all action items within the time frame stipulated in the inspection or audit report. The minimum allotted response time shall be 30 calendar days from the issuance of the report.

14.12 Failure to respond satisfactorily to inspection report or audit report action items within the allotted time frame may result in the suspension of Conformance Certification. The manufacturer owning the facility involved shall have at least 30 calendar days to appeal in writing to the Conformity Assessment Board or to satisfactorily respond to all action items. If there is
no appeal or satisfactory response within the stipulated timeframe, the Conformance Certification shall be revoked.

14.13 A second on-site inspection or off-site audit at the manufacturer’s expense shall be conducted to verify compliance with all action items.

15. **Records and Materials for Inspections and Audits**

Each facility using Certified or to be Certified manufacturing processes and procedures must maintain and have readily available for PPFA inspections or audits, and be provided to PPFA inspectors or auditors, the records and materials identified below in this section.

15.1 In order to set the annual baselines required for calculations required by Sections 15.2 to 15.6 of this Manual, the facility shall maintain daily and aggregate records on:

15.1.1 Final (marketable) products in pounds.

15.1.2 Logs of all scale testing and calibration.

15.1.3 To show compliance with the Sections 15.2 to 15.6, records of one year (most recent twelve months) of monthly total marketable products in pounds shall be provided.

15.2 In order to comply with **Standard Section 4.1.1, Water Conservation**, the facility shall maintain daily and aggregate records on:

15.2.1 Potable water consumed (metered in) in gallons.

15.2.2 One year (most recent twelve months) of monthly water utility bills.

15.2.3 Process water derived from rainwater harvesting;

15.2.3.1 Photos of the rainwater harvesting system and,

15.2.3.2 One year (most recent twelve months) of monthly records of dedicated process water meters or,

15.2.3.3 Estimates of annual office potable water use shall be provided.

15.3 In order to comply with **Standard Section 4.1.2 Packaging Materials Waste**, the facility shall maintain daily and aggregate records on:

15.3.1 Pounds of packaging materials consumed.
15.3.2 Pounds of non-biodegradable and non-recycled packaging materials scrapped.

15.3.3 Records of one year (most recent twelve months) of monthly packaging material waste, as well as a log of management’s quarterly review of the data, any noted issues, and all corrective actions taken.

15.4 In order to comply with Section Standard 4.2.1 Product Material Waste, the facility shall maintain daily and aggregate records on:

15.4.1 Raw materials and scrap production that is landfilled or incinerated without energy recovery in pounds.

15.4.2 Records of one year (most recent twelve months) of monthly product material waste, as well as a log of management’s quarterly review of the data, any noted issues, and all corrective actions taken.

15.5 In order to comply with Standard Section 4.2.1 Material Conversion Efficiency, the facility shall maintain daily and aggregate records on:

15.5.1 Pounds of raw materials or finished goods scrapped (not recycled) for thermoplastic, thermoset, and metallic production.

15.5.2 Records of one year (most recent twelve months) of monthly material conversion efficiency as well as a log of management’s quarterly review of the data, any noted issues, and all corrective actions.

15.6 In order to comply with Standard Section 4.2.2 Energy Efficiency, the facility shall maintain daily and aggregate records on:

15.6.1 Non-renewable energy consumed.

15.6.2 Local weather conditions for heating and cooling day proration.

15.6.3 Records of one year (most recent twelve months) of monthly electric and fuel gas utility bills as well as a log of management’s quarterly review of the data, any noted issues, and all corrective actions.

15.6.4 If proration is used, records of one year (most recent twelve months) of daily heating and cooling days shall be provided.

15.7 In order to comply with Standard section 4.3.1, the facility shall:

15.7.1 Provide its OSHA-recordable injury incident rate (TRIR) log.
15.7.2 If the requirements of this section 4.3.1 are not met, the facility shall provide to PPFA a definitive and fully documented operational program including a progress timetable to fulfill this requirement which shall show it has been reviewed by management on at least a quarterly basis and corrective action taken as necessary.

15.8 In order to comply with Standard Section 4.3.2, the facility shall:

15.8.1 Provide publicly available information and training materials for the correct and safe use of its products.

15.9 In order to comply with Standard Section 4.3.3, Safety Program Requirements from Appendix 3 of the Standard, a facility shall:

15.9.1 Provide evidence of meeting the safety requirements of Appendix 3.

15.10 In order to comply with Standard section 5.1 Life Cycle Assessments, the facility shall:

15.10.1 Complete the provided LCI datasheet for each product being produced under certified manufacturing processes and procedures at least once per year (most recent twelve months) and maintain the records onsite or online. This data may be submitted by the PPFA to update LCA and BEES data without manufacturer approval.

15.10.2 Provide documentation that any LCA or LCI carried out in addition to participation in the LCA/LCI performed under Section 5.1.1 is conducted in accordance with ISO Standards 14040-14044, and an impact analysis shall be performed in accordance with the U.S. Environmental Protection Agency (USEPA) Tool for the Reduction and Assessment of Chemical and Other Environmental Impacts (TRACI). If a producer publishes its independent LCA/LCI results in a publicly available database, such results shall be published, at minimum, in the U.S. National Institute of Standards and Technology (NIST), Building for Environmental and Economic Sustainability (BEES) database.

15.11 In order to comply with Standard Section 5.2, Conformity Assessment, a facility shall:

15.11.1 Provide documentation showing that all applicable products produced by the facility under certified processes and procedures and claimed by the manufacturer to conform to this Standard meet the requirements of NSF/ANSI 61 Drinking Water System Components – Health Effects, NSF/ANSI 14 Plastics Piping
15.12 In order to comply with Standard Section 5.3 Mandatory Compliance Points, the facility shall:

15.12.1 Provide the following documentation showing that at least twelve compliance points as provided in Appendix 2 of the Standard have been earned:

15.12.1.1 Evidence of a Life Cycle Cost Analysis on use of renewable energy sources.

15.12.1.2 Records of annual workshops for employees on the need and methods of sustainability (course materials and dated sign in sheets).

15.12.1.3 Records of fulfilling the public notice requirements under the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act.

15.12.1.4 Records of adoption and certification of an environmental management system that conforms to ISO Standard 14001.

15.12.1.5 The list of principles for sustainable product design and those principles in its product development programs.

15.12.1.6 Documents indicating the source all non-plastic resin raw materials and packaging materials from suppliers with locations.

15.12.1.7 Documents indicating producer sources at least 90% by weight of the resin it uses from suppliers delivering by rail.

15.12.1.8 Documents and visual evidence of recycling programs for office waste materials.

15.12.1.9 Documents of an in-place product-recycling program for post-consumer plastic piping system components manufactured by the producer. Evidence that such a program is publicized at least annually to all customers of the producer. A producer shall participate in industry activities to quantify and promote the recycling of plastic pipe and fittings products.
15.12.1.10 Program documents to minimize water discharged to local sewer systems with annual improvement targets and records kept to determine if they are met. Reports of quarterly review by management and corrective action taken, if targets are not being met.

15.12.1.11 Records of achieving safety goals as defined in Appendix 3 of the Standard.

15.12.1.12 Records of programs in place to recycle Product Material Waste not embodied in the finished product.

15.12.1.13 Documentation of Packaging materials used showing that for at least 50% of products equivalent weight shall the packaging contains a minimum of 25% recycled content.

15.12.1.14 Proof of compliance with ISO series 9001.

15.13 In order to comply with Standard Section 5.4 Sustainability Mission, a facility shall:

15.13.1 Provide a publicly available written mission statement of its commitment to sustainability, and location(s) in its facility(ies) where the mission statement is posted.

15.13.2 The names of a qualified person, or persons, within its organization (on site or at another location) whose responsibilities include, either on a full- or part-time basis, assuring attainment of its sustainability mission at that site.

16. Confidentiality

PPFA acknowledges that information provided by a manufacturer to PPFA, its employees, or its agents in conducting its conformity assessment program may be of independent economic value to the manufacturer; and PPFA recognizes that the unauthorized (by the manufacturer) disclosure of that information could be detrimental to it. Such information includes, but is not limited to, any and all tangible and intangible information in whatever form or medium available furnished by manufacturer to PPFA, including, but not limited to, trade secrets, data, designs, drawings, specifications, methods, processes, techniques, projects, operations, services, marketing, business, technical, or financial information, business records and plans, financial statements and information, customer lists and records, receipts and expenditures, know-how, patents and patent lists, referral sources, vendors, management activities, formulas, test results, sales figures, employee names, accounting, pricing, salary information, business plans and strategies, negotiations of contracts, inventories and discoveries, mailing lists and/or any other information.
and intellectual property related to the operation of manufacturers' business (collectively “Confidential information”). While the license agreement is in force, and for ten (10) years thereafter, PPFA, its employees and its agents will not disclose any Confidential Information, in whole or part, to any person or entity for any reason or purpose whatsoever except employees of PPFA or its agents authorized to receive it, and third parties to whom the manufacturer shall have first given its written consent to such disclosure. PPFA shall take all appropriate steps to ensure that its employees and agents who are permitted access to the Confidential Information use it solely for the purpose for which it is disclosed, and are instructed regarding, and agree to act in accordance with, the obligations of confidentiality and nondisclosure described herein. PPFA shall at all times keep such Confidential Information secure and confidential. This confidentiality restriction shall not apply to information which: (a) is or becomes publicly known through no violation of this commitment by PPFA, or PPFA’s officers, directors, consultants, shareholders, owners, partners, independent contractors, representatives, employees and/or agents; (b) is received from a third party; (c) is shown by documentary evidence to have been independently developed by PPFA, its staff, or agents; or (d) is disclosed to a third party by, or on behalf of, the manufacturer without confidentiality restriction. This commitment shall not apply to information that is required to be disclosed by law, so long as PPFA provides the manufacturer with written notice prior to making such disclosure, and allows the manufacturer the opportunity to contest the obligation to make such disclosure in a Court of proper jurisdiction.

17. Program Oversight

17.1 PPFA shall have full and exclusive responsibility for the maintenance and oversight of the Certification Program.

18. Conformity Assessment Board

The PPFA Board of Directors shall appoint a Conformity Assessment Board (CAB) to handle complaints arising from the conduct of PPFA’s Conformity Assessment Program, provide interpretations of all requirements of the Program, and deal with such other matters as the PPFA Board of Directors may assign to it. The CAB shall consist of, and the Board shall appoint for staggered terms, at least five (5) voting members, plus PPFA staff and legal counsel who will have no votes. Upon its creation, the CAB will adopt procedures with PPFA Board approval to receive, investigate, hear, and dispose of complaints arising from PPFA’s Certification Program. These procedures will provide full due process to all parties involved with any complaint. All the CAB decisions and interpretations will be final unless appealed to the PPFA Board of Directors according to procedures adopted by the Board.
19. **Complaints of Noncompliance**

19.1 Complaints of non-compliance with any Certification Program requirements will be investigated promptly by PPFA according to procedures adopted by the CAB and approved by the PPFA Board of Directors. At a minimum, all complaints must be submitted in writing accompanied by all available supporting documentation with a deposit of $2,500, to be returned to the complaining party if its complaint prevails.

20. **Communications**

20.1 On all matters concerning the Certification Program, all communications shall be with PPFA and must be in written or electronic form.
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Plastic Pipe and Fittings Association

License Agreement
for
Plastic Piping System Components
LICENSE AGREEMENT
Plastic Pipe and Fittings Association
Sustainable Manufacturing Conformity Assessment Program for Plastic Piping System Components

This License Agreement entered into and by and between the Plastic Pipe and Fittings Association, an Illinois not-for-profit corporation (PPFA), located at 800 Roosevelt Rd. Building C, Suite 312, Glen Ellyn, IL 60137 and ___________________________________________ (Licensee), with respect to the manufacturing process(es) used at the plant(s) at the location(s) listed in Attachment 1 hereto and made a part hereof. (hereinafter the Party or Parties)

WITNESSETH THAT:

WHEREAS, the plastic piping system components industry has, through the PPFA, conducted and published in or on Building for Environmental and Economic Sustainability (BEES) a Life Cycle Inventory (LCI) which demonstrates that the industry is environmentally responsible both on its own and relative to industries with competing products; and

WHEREAS, said industry seeks continually to improve its environmentally responsible performance by developing and sponsoring and may hereafter further develop and sponsor a voluntary Sustainable Manufacturing Conformity Assessment Program for Plastic Piping System Components (Program), which Program includes, among other things, the promulgation by PPFA of a voluntary Sustainable Manufacturing Standard for Plastic Piping System Components SMS 01-2012 (Standard); and

WHEREAS, PPFA has adopted a Compliance Manual (Manual) for the Program which includes, among other things procedures for initial qualification, requirements for manufacturers to demonstrate compliance with the Standard, inspection procedures to determine compliance with the Standard; and

WHEREAS, PPFA owns, among other trademarks, a conformity assessment mark (Mark), a replica thereof which is attached hereto and incorporated herein as Attachment 2 for use only in connection with the Program, such use to be in accordance with the Conditions of Use of PPFA Trademarks for Licensees, attached hereto and incorporated herein as Attachment 3.

NOW, THEREFORE, in consideration of the payment to PPFA by Licensee of annual fees and such additional fees for the administration of this Agreement and the Program as the PPFA Board of Directors may from time to time determine and other good and valuable consideration, the parties agree as follows:

1. Subject to a determination by PPFA that the manufacturing process(es) used in Licensee’s plant(s) listed in the Application and in Attachment 1 hereto meet the requirements of the Standard by passing an initial inspection as provided in the Manual, PPFA hereby grants to Licensee a non-exclusive, non-assignable license to use the Mark in connection with such process(es) solely under the terms and conditions hereinafter set forth so long as this Agreement or any of its provisions remains in force and effect.
2. The Mark may be used by Licensee only in connection with or in reference to those plastic piping system component products manufactured in its plants using manufacturing process(es) which have been certified by PPFA as meeting the requirements of the Standard. Licensee may use only PPFA approved replicas of the Mark as provided in the Conditions of Use of the PPFA Certification Mark for Licensees. A “replica” is defined as a brand, imprint, stamp, tag or label which, among other things (1) contains a counterpart of the Mark, (2) identifies the applicable Standard, and (3) may identify the Licensee. In addition, Licensee may utilize certificates or other statements of conformity to the Standard with respect to those of its plants using PPFA certified manufacturing process(es) and the plastic piping system components produced therein subject to prior written approval by PPFA.

3. Either the Manual or the Standard or both may be revised or modified by PPFA from time to time in its sole discretion and upon due notice thereof to Licensee. Such revisions or modifications shall be effective at the time of adoption, revision or modification unless otherwise determined by PPFA.

4. Licensee covenants and agrees that the Mark, replicas or certificates or statements of conformity will be used only in connection with plastic piping system components which are manufactured in the plant(s) using manufacturing process(es), certified as meeting the requirements of the Standard as determined in accordance with procedures set out in the Manual. This Agreement shall not be construed as a commitment by Licensee to use the Mark in connection with any or all such products manufactured in such plants.

5. Licensee acknowledges that PPFA is the exclusive owner of all rights in and to the Mark and further agrees not to contest PPFA’s ownership of those rights.

6. In the event a dispute arises between Licensee and PPFA concerning Licensee’s use of the Mark, this Agreement or any other aspect of the Program, Licensee may obtain a review of the matter by the PPFA Conformity Assessment Board in accordance with Sections 18 and 19 of the Manual.

7. All replicas, certificates, tags, labels and stamps involving the Mark and any other usage of the Mark by Licensee must be available at any time for inspection by, or surrender to, a representative of PPFA.

8. Licensee must at all times fully comply with the Conditions of Use of PPFA Trademarks for Licensees attached hereto as Attachment 3 and incorporated herein as material terms of this Agreement.

9. This Agreement and Licensee’s rights to use the Mark may be suspended immediately at any time by PPFA in whole or in part if, in the exclusive opinion of PPFA:

   (a) Inspection(s) of Licensee’s plant or review(s) of its Program related performance data discloses that Licensee’s performance data recording systems or procedures are no longer adequate to permit PPFA to determine whether Licensee continues to meet the Standard;

   (b) Licensee is not complying with the procedures and requirements set forth in the Manual; or

   (c) Certification lapses pursuant to the provisions of the Manual; or

   (d) Licensee has failed to fully comply with any aspect of the Conditions of Use of the PPFA Conformance Assessment Mark for Licensees or in any other respect has misused or is misusing the Mark; or

   (e) Licensee is not complying with other provision of this Agreement or aspect of the Program.

   PPFA shall notify Licensee in writing of any suspension of this Agreement and the reason(s) for the suspension. A suspension may be lifted only after it is concluded after a follow up inspection of Licensee’s plant(s) and other review of Licensee’s performance at the expense of Licensee that the reason(s) for the suspension(s) no longer exist(s).

10. In the event of the lapse, suspension or termination of this Agreement and unless otherwise determined in writing by PPFA, Licensee shall immediately cease using the Mark and all replicas, tags, labels, stamps, certificates or other materials bearing or referencing the Mark, and upon demand of an authorized PPFA representative shall surrender same to PPFA. Licensee shall also immediately cease using any reference to either its current or former PPFA certification status.
11. If any provision or aspect of this Agreement or the Program is found to be invalid or unenforceable, all remaining provisions or aspects of this Agreement or the Program shall continue to be binding and enforceable.

12. Any waivers of rights or obligations under this Agreement or the Program must be in writing and no prior waiver will affect a party’s rights as to any subsequent breach or any aspect of the Program. Our rights and remedies shall be distinct, separate and cumulative. No action or inaction by us shall operate to exclude or deprive us of any other rights allowed to us by law.

13. Any notice given pursuant to this Agreement shall be sent by email with explicit acknowledgement of receipt and confirmed by certified or registered mail, return receipt requested. Any such notice sent to PPFA shall be sent to:

Mary Hawkinson
maryh@cmservices.com
PPFA
800 Roosevelt Road
Building C, Suite 312
Glen Ellyn, IL 60137

And any such notice to Licensee shall be sent to:

_________________________________________________________________________________________________
_________________________________________________________________________________________________

14. Either Party, by written notice to the other, may change the person or persons designated to receive notices on behalf of that party and/or the address or addresses to which any notice is to be sent. Each party shall provide the other with prompt written notice of any changes of address or personnel.

15. This Agreement shall become effective upon its execution by PPFA. After the effective date of this Agreement, it shall continue in force and effect until December 31 of the then current year and shall be automatically renewed from year to year thereafter unless terminated pursuant to this Agreement.

Dated: ______________________   By: ______________________
(            )
Plastic Pipe and Fittings Association
An Illinois not-for-profit Corporation

Dated: ______________________
By: ______________________
(Name)

(Corporate Title)

(Company Name), A Corporation

(Location)
# LOCATIONS OF CERTIFIED MANUFACTURING PROCESSES

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© PPFA 2013 All Rights Reserved
PPFA Sustainable Manufacturing Conformity Assessment Program for Plastic Piping Components
This trademark should not be used standing alone and without identifying language.

See PPFA Conditions of Use for mandatory identifying language.
ATTACHMENT 3

CONDITIONS OF USE OF THE PPFA CONFORMANCE ASSESSMENT MARK FOR LICENSEES

By using the PPFA Conformance Assessment Mark (the Mark), a replica of which is set out in Attachment 2 of this License Agreement, you agree with PPFA to use it only in accordance with the following Conditions of Use and the terms of your License Agreement with PPFA. All questions regarding the interpretations of these Conditions of Use and any suspected misuse by others, should be immediately directed to PPFA. You acknowledge that PPFA may visit your facility(ies) as provided in the Manual and the Licensee Agreement to determine whether these Conditions of Use are being followed.

Preliminary Note

The United States Federal Trade Commission has quite recently (October 1, 2012) issued substantially revised “Guides for the Use of Environmental Marketing Claims.” These revised “Guides” added several new sections, one of which is entitled “Certification and Seals of Approval.” These new Guides make it appropriate to amend in some respects the initial Conditions of Use which were published earlier by PPFA. They also underscore the importance of each PPFA licensee being familiar with the FTC Guides and abiding by them.

CONDITIONS OF USE

• Only Licensees in good standing may use the Mark. Suspended Licensees may not use the Mark unless otherwise determined by PPFA.

• The PPFA membership logo may be used only to signify membership in PPFA and not directly or indirectly for any other purpose. The membership logo must not be used in any way in place of or as a substitute for the Mark or to convey any status or anything else represented by the Mark.

• Licensee must not make less than fully accurate claims or representations for what the Mark represents. For example, the Mark does not signify that any specific product or category of products meets the PPFA Standard, only that the processes and conditions under which such product(s) was manufactured meet the Standard.

• Licensees shall not sub-license or grant approval, either explicitly or implicitly, to any other party to use, reference or make claims for the Mark.
• PPFA should be advised immediately of any misuse of the Mark by Licensee or others.

• The Mark must not be used in a misleading way. For example, a company’s promotional materials must not use the Mark in such a way as to imply that: (1) all of its products are manufactured at plants using a PPFA certified manufacturing process(es) when they are not; or (2) all products manufactured at a plant are produced using a PPFA certified manufacturing process(es) when they are not. The above referenced FTC Guides will be most helpful in preventing inadvertent misleading uses.

• The Mark must not be used on or in connection with any product that is not manufactured at a plant using PPFA certified manufacturing process(es).

• A Licensee must not represent or imply that its certification is exclusive to it.

• A Licensee must not state or imply that PPFA certification or the use of the Mark constitutes a general endorsement by PPFA of Licensee, any product manufactured at a plant using PPFA certified process(es) or any other product.

• When properly using the Mark, Licensee also may use additional symbols, trademarks or trade names or combinations thereof, which, in the exclusive opinion of PPFA, are not inconsistent with the design and the purpose of the Mark; nor are so similar to the Mark that they could be confused with it.

• The Mark must be used in its entirety and in a format specified by PPFA. Licensees may not add, subtract or otherwise change its appearance except, and only to the extent necessary to insert information that may be required by the PPFA Conformance Assessment Program. All replicas, stamps, indicia and materials bearing the Mark must be faithful to the original artwork. Slight increases or reductions in sizing are permitted, as may be reasonably necessary, provided that the overall proportionality of the Mark is maintained.

• All promotional and other materials should be continually reviewed for proper usage of the Mark or references to the certification evidenced by the Mark.

Whenever practicable all uses and references to the Mark in product identifications, promotional and other materials, such as, for example, magazine ads, product tags, brochures and displays, must include the following statement:

Manufactured using processes certified by PPFA as meeting PPFA Standard SMS-01-2012

If use of this full statement is deemed by the Licensee not to be feasible, and with the prior approval of PPFA, the following abbreviated statement or an equivalent in block or linear form immediately after the Mark or above or below it may be used: "ASSN. STD. SMS-01-2012."

Any statement should be displayed in a clear and conspicuous manner. If you have any questions regarding this requirement, contact PPFA.
Plastic Pipe and Fittings Association

Locations of Certified Manufacturing Processes
LOCATIONS OF CERTIFIED MANUFACTURING PROCESSES

Plant Owner’s Name ______________________________________________________

Plant Name ____________________________________________________________

Plant Location __________________________________________________________

Plant Address __________________________________________________________

Plant Primary Contact ____________________________________________________

Tel. (cell and other) numbers ______________________________________________

E-mail Address __________________________________________________________

General Plant and other tel. numbers _______________________________________ 

FAX number ____________________________________________________________

Plant Secondary Contact (with above contact information) _________________________

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