DrJ Engineering, LLC
RULES OF PROCEDURE FOR TECHNICAL EVALUATION REPORTS

1.0 PURPOSE

These rules set forth procedures governing DrJ Engineering, LLC (DrJ), issuance, and maintenance of Technical Evaluation Reports (TERs).

DrJ TERs assist those enforcing model codes in determining whether a given subject complies with those codes. A TER is not to be construed as representing a judgment about aesthetics or any other attributes not specifically addressed in the report, nor as an endorsement or recommendation for use of the subject of the TER. Approval for use is the prerogative and responsibility of the Code Official. DrJ does not intend to assume, nor can DrJ assume, that prerogative and responsibility.

2.0 BASIS OF EVALUATION

Evaluation of data is based on one or more of the published editions of the model building codes, state building codes, referenced standards or other industry standards as appropriate for the evaluation under consideration.

Additionally, evaluation of data will be based on applicable accepted engineering procedures, experience, and good technical judgment.

Where the provisions of the applicable codes prohibit a particular material, product, or method of construction, DrJ will not consider development of a new TER and will so advise the applicant, unless equivalency to materials, products or methods of construction approved by the code can be demonstrated. When this occurs with regard to an existing TER, the report holder will be advised that the existing TER cannot be reissued.

The codes and standards for which compliance is approved are identified in Section 2 of the TER.

3.0 APPLICATIONS

Applications for new TERs and for revisions to existing TERs may be communicated in writing via email or noted in documentation of conversations with clients. Applications shall be accompanied by one complete set of plans, details, calculations, and other supporting data, which fully describe the subject of the application and substantiate its performance as being in compliance with the applicable model codes and/or standards. The data shall also include details of the applicant's quality control program as applicable in sufficient detail to verify that the manufacturer's quality system ensures the manufactured product will not change from the product described in the original qualifying data.

An application may be filed only by the entity having rights to the materials, products, or methods of construction on which a TER is sought. The applicant must have legal rights to all evidence and data. An application for a new TER is considered valid for the life of the report.

TERs may be revised when requested by the report holder, when revision is required by the applicable certification scheme or upon prior notice by DrJ. When revision is required, DrJ will provide prior notice and will include the date by which the TER must be reissued.

Where products to be covered in a TER include a proprietary component (a specific material that is manufactured by a party, other than the DrJ report applicant, that is referenced by name in the report under Section 4 of the TER; or a material that forms part of a fabricated assembly produced by the DrJ TER applicant), rights to use the applicable data are required. In some cases, the manufacturer of the proprietary component may be required to obtain or submit to DrJ an evaluation report before DrJ will issue a TER that names the proprietary component.

Any manufacturer or distributor other than the applicant that is to be listed in the TER may be included as an additional listee upon submission of additional listee forms. The applicant shall furnish DrJ with the name and address of each listee and shall notify DrJ when to add or delete a listee. Data must be submitted to verify the acceptability of each listee.

The report holder may authorize the issuing of a separate TER under the name of a distributor (also known as a private label applicant). A separate TER application prepared by the private label applicant shall be submitted. The private label TER shall be inextricably linked to the master report holder's TER (also referred to as the master TER). Any relevant information in the master TER, whether in conjunction with first issuance of the report or in subsequent revisions, shall be included in the private label TER. The private label TER shall have the same renewal date as the master TER. An application for revision of the private label TER shall be made when revisions relevant to the private label TER are made to the master TER

Applications for new TERs that are held for more than 30 days without receipt of supporting documentation may be closed out, unless such term is extended by the VP Technical Services or his designated representative.

4.0 DATA TO BE SUBMITTED IN SUPPORT OF TERs

4.1 Requests for new TERs and for revisions to existing TERs shall be submitted with information as noted in Section 3.0 of these rules. Where data consists of calculations, plans, and specifications developed through the practice of architecture or engineering, the documents containing such data shall be sealed by a registered design professional.

4.2 Where data consists of reports of laboratory tests, such tests shall be performed at the expense of the applicant by an independent testing laboratory. Testing laboratories shall comply with *ISO/IEC Standard 17025*. Testing laboratories must be accredited by the International Accreditation Service (IAS) or by another accreditation body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement. The scope of the laboratory's accreditation shall include the type of testing that is to be reported to DrJ.

Reports from non-accredited laboratories may be accepted by DrJ for the processing of a specific TER upon submission of evidence (including evidence from an on-site assessment conducted by an authorized representative) that the laboratory is an independent, qualified laboratory conforming to *ISO/IEC Standard 17025* for the work in question.

4.3 At times, DrJ may rely on evaluation reports from accredited certification bodies, other than DrJ, either submitted to DrJ by its clients, or obtained through publically available sources, to carry out its analysis and certification procedures. Where these reports are used as the basis for provisions within the TER, the TER shall remain valid only while the underlying report is

valid, unless additional information is provided to substantiate the development of the provisions. While DrJ routinely validates the on-going validity of the reports, it is ultimately the client's responsibility to inform DrJ of any change in the status of such report. (See QP10)

4.4 In addition to the data noted in Section 4.1 and 4.2, applications for recognition of prefabricated building components must be supported by plans and specifications that include all facets of the construction, differentiating between field- and factory-installed items. The data must include, when applicable, detailed plans on wiring, plumbing, and mechanical systems, including equipment lists as well as schematics.

4.5 Applicants shall submit detailed quality documentation, meeting DrJ requirements, for the product or building system and the manufacturer's plant. Revisions to the quality documentation must be submitted to and approved by DrJ, in conjunction with changes to the TER content.

4.6 Third party in-plant quality assurance inspections are generally required on a quarterly basis. The frequency of inspections may be more or less depending on the product type. Where required, factory inspections shall be performed by a third-party agency accredited by ANSI, IAS, or by an accreditation body that is a partner in a mutual recognition arrangement regarding inspection bodies, as complying with *ISO/IEC Standard 17020*. Costs associated with inspections shall be borne by the applicant.

4.7 DrJ may require the applicant to conduct further tests and/or provide additional information considered relevant to the evaluation.

4.8 Additional listings necessitate submission of information the same as set forth above as applicable to the report holder.

4.9 Based on the data submitted, DrJ preforms its evaluation based on applicable building codes and standards. DrJ reviews the codes and standards to ascertain the requirements for a given product. If the product is not addressed in the code, Section 104.11 applies, which allows for use of alternative materials.

5.0 ISSUANCE OF A TER

DrJ will review the data submitted; establish a scope of work; request any additional information necessary to evaluate the product in accordance with the scope of work; prepare a draft TER; secure applicant review; and prepare a final TER for approval by the applicant and DrJ, provided DrJ requirements, as communicated in staff correspondence, have been met.

The applicant will be notified when the TER is made available to the public through the DrJ website. See Section 13.0 of these rules for permitted uses of TERs.

6.0 FEES

6.1 General

6.1.1 DrJ TER fees are nonrefundable, unless a refund is authorized by the VP Technical Services or his designated representative. Each item covered in the TER, as

determined by DrJ, has a fee as set forth in the DrJ General Pricing Scheme. All fees shall be paid in U.S. funds drawn from a U.S. bank.

6.1.2 Where products covered by a TER are distributed or manufactured by other companies and the products are labeled with the TER number or otherwise represented as covered by the TER, such other companies' names shall appear on the TER as additional listees, and a fee will be charged for each listee as set forth in the DrJ General Pricing Scheme.

6.1.3 Where products to be covered in a TER include proprietary components, item and listee fees, per the DrJ General Pricing Scheme, may be applicable. In some cases, at DrJ's discretion, the manufacturer of the proprietary component may be required to obtain a TER before DrJ can issue a TER that names the proprietary component in its text.

6.1.4 When an applicant submits test reports from a non-accredited laboratory, additional fees for reviewing the qualifications and independence of the laboratory (including the costs of an on-site assessment by IAS or an authorized DrJ representative) shall be applicable. Fees will be accessed based on actual costs to perform the assessment.

6.1.5 The fees for private label TERs shall be as set forth in the DrJ General Pricing Scheme.

6.2 New TER Application

6.2.1 Each new TER application shall be assessed the fee set forth in the most recent DrJ General Pricing Scheme as provided for in the accepted TER proposal. DrJ invoices monthly for progress of the TER. Upon completion of the TER, the applicant will be invoiced for any remaining costs incurred in accordance with the agreement.

6.2.2 The new TER shall be valid for one year from the date of issue.

6.3 Renewing TERs

6.3.1 Each year, a fee, as set forth in the DrJ General Pricing Scheme, will be assessed to extend the recognition of the TER for one year. Notice will be sent to the report holder a minimum of 90 days in advance of the renewal date. Payment for the renewal shall be made prior to DrJ's evaluation for re-issuing the TER.

6.3.2 When the TER is renewed, revisions may be included for compliance with a newer edition of the referenced codes.

6.4 Revising TERs

6.4.1 The report holder may request revision of a TER at any time after it is issued by notifying DrJ of the request. The fee for such revisions is based on the extent of the revision and is assessed in accordance with the hourly rate set in the DrJ General

Pricing Scheme.

7.0 NOTIFICATION TO DrJ, AND REQUIRED CHANGES TO TERs

Report holders must notify DrJ prior to modifying products covered by TERs (modifications would include, for example, significant changes in the formulation, manufacturing process, or quality control program), or when a significant change occurs regarding the report holder (such as a company name change, change of address, change of ownership, change in legal status, or addition/deletion of a listee). When there are changes affecting the product or the report holder, and when deemed necessary by DrJ, the report holder must discontinue use of the TER, with reference to the product in question, until the report holder has applied for and secured a TER revision. When there is a change in the conditions under which a TER was originally issued (e.g., a change in code requirements, acceptance criteria and/or DrJ rules or policy) that affects the TER, the report holder will be notified.

8.0 PRODUCT IDENTIFICATION

Products shall be identified as specified in the applicable TER. At a minimum, the method of identification shall include the report holder's name and the product name. In addition, the product certification mark and/or the TER number (TER No XXXX-XX) shall be included when applicable. The TER may require additional identification provisions when required by the code. In no case shall the TER number be the only method of identification. The DrJ mark and/or the TER number shall be applied only to materials or products that comply with the scope of the current TER.

9.0 INSPECTIONS OF MANUFACTURERS, AND EXPENSE REIMBURSEMENT

As a condition of a TER, the applicant grants DrJ staff, or authorized representatives of DrJ, or accredited third-party inspection agencies, the right to conduct inspections of the manufacturing facility, to verify compliance with the evaluation report and applicable DrJ Rules of Procedure.

When required, in accordance with the scope of the TER, reports will be issued only after a qualifying inspection at the facilities designated to manufacture products under the report has been conducted. The purpose of the inspection is to determine whether the manufacturer's quality system has been successfully implemented, and provides assurance that, after the TER is issued, the manufactured product will not change from the product described and recognized in the TER.

In addition to the qualifying inspection, ongoing follow-up or annual inspections may be required. The inspections are intended to verify the effectiveness of the quality system and continued compliance with the TER. All inspections are performed by an accredited third-party inspection agency.

When a DrJ representative or third-party inspection agency is required to witness tests, conduct field investigations or investigate complaints related to a TER, all relevant travel expenses and time shall be reimbursed by the applicant.

10.0 REVOCATION OR MODIFICATION WITH RIGHT TO A HEARING

10.1 Any TER, and the authorization to use the TER number and DrJ mark, may be revoked or modified for cause. "Cause" shall include:

- repeated failure of the material, method of construction or equipment to conform with the

specifications upon which the TER was based
- repeated failure of the material, method of construction or equipment to perform properly although meeting the specifications upon which the TER was originally based
- failure to comply with any condition to the issuance of the TER
- any misstatement, whether intentionally or unintentionally made, in the application or in any data submitted in support thereof
- failure to comply with any provision of the application form; failure to pass any test required by DrJ
- any other grounds considered as adequate cause in the judgment of DrJ
- nonpayment of incurred costs

10.2 Before DrJ revokes or modifies any TER, the report holder shall be given reasonable notice and an opportunity to file an appeal pursuant to the DrJ Rules of Procedure for Appeals Concerning TERs.

10.3 Certification, Probation, Suspension, and Termination Guidelines

10.3.1 TER Certification

Upon qualifying for certification, the client will receive a TER. The TER will list the product evaluated, the applicable codes and standards, the scope of the evaluation, substantiating data and findings.

The client must supply DrJ with its quality assurance records on a regular basis for review. Quarterly quality assurance records are most common but the frequency may be modified based on a review of the client's quality management system. Frequency will be determined as agreed to with the client.

The TER will state specific product(s) authorized to use the mark or certificate, and the guidelines that must be met to continue to use the mark or certificate.

10.3.2 TER Probation

DrJ reserves the right to remove or demand removal of the mark from non-complying products. The TER will be reexamined every year to confirm that it reflects the correct version of the applicable codes and standards.

If it is determined that the product no longer meets the applicable codes and standards, the TER will be placed on probation status and DrJ will notify the client. Within 30 days of receiving notification of noncompliance, the client must provide DrJ with an action plan to correct the items of noncompliance. Within 3 months, the client must provide evidence or conduct new testing to demonstrate that the product is in compliance. If the new data shows that the product is in compliance, DrJ will lift the probation and the product will be deemed to be in compliance.

If the product is found to be in noncompliance, DrJ will notify the company in writing that use of the mark or certificate has been suspended. After 3 months of probation with no concerted effort to bring the product into compliance, the TER will be revoked.

10.3.3 TER Suspension, Withdrawal or Termination

In the event the use of a mark or certificate is suspended, DrJ will notify the company in writing L8.0 Suspension, Withdrawal, or Termination of Certification Letter that it currently does not have the right to use the mark or certificate until the product is found to be in compliance. In the event the use of a mark or certificate is terminated, DrJ will notify the company in writing that any equipment, tools or dies used to apply the mark must be destroyed.

11.0 REVOCATION/CANCELLATION/SUSPENSION WITHOUT RIGHT TO A HEARING

A TER may be canceled upon DrJ's receiving a request to do so from the report holder. A file for a new TER may be closed upon receipt of a request from the applicant. The request may be communicated to DrJ via any medium verbally or written.

Notwithstanding anything in these rules to the contrary, any TER or additional listing may be suspended for a period not to exceed 90 days, revoked, or canceled by the VP Technical Services or his designated representative, without notice or a hearing, for any of the following reasons:

- required fees having not been received by DrJ within 30 days from the date of mailing by DrJ of a written demand for payment
- failure of the report holder or listee to maintain a required, current quality control program
- failure of the report holder to perform any test, or furnish any material or data, required by DrJ within the specified time limit, unless extended by the VP Technical Services or his designated representative
- receipt of information that the product has been modified in violation of Section 7.0 of these rules
- denial of DrJ or third-party inspection agency representatives access to manufacturing facilities for purposes of inspecting and evaluating quality control procedures
- failure to provide quality inspection data or reports as required by the certification
- failure to comply with any rule for maintaining TERs as adopted or amended from time to time by DrJ

Notwithstanding anything in these rules to the contrary, any TER or additional listing may be suspended without notice or a hearing, for the following reason: failure of the product, material, and method of construction or equipment to perform properly or conform to the specifications upon which the TER was based, either condition presenting a threat to public safety or property.

12.0 PROPRIETARY DATA

Data in any TER or TER application is considered proprietary. The data is only disclosed externally by DrJ upon written consent of the applicant or, with notice to the applicant, pursuant to a subpoena issued by a court or other governmental agency of competent jurisdiction. Proprietary data may also be disclosed internally to a staff member of DrJ or an authorized representative of DrJ having a legitimate interest therein; or any duly identified representative of any testing agency or like organization that initially prepared the data, or a duly authorized representative thereof stated to be an employee or principal thereof having a legitimate interest therein.

From time to time, DrJ records and files are audited by national and international bodies on a random

basis, to establish conformance with international accreditation and conformity assessment standards. It is understood that, by executing a TER application, report holders grant DrJ the authority to allow such access.

13.0 PERMITTED USE OF TERs AND THE DrJ NAME, MARK AND TER NUMBER

13.1 Report holders must comply with these Rules of Procedure in their use of the DrJ name and mark, their DrJ TER number, the TER itself, and any communications associated with the TER. If it is determined that identification is being applied to materials or products that do not comply with the current TER, applied before authorization, or applied after a TER has been closed, DrJ will immediately disseminate a notice of violation of the DrJ Rules of Procedure and take any and all actions necessary to secure compliance.

13.2 No report holder shall use the TER number until authorized by DrJ.

13.3 The then-current TER, as available on the DrJ website, may be reproduced in its entirety by the report holder in the report holder's literature, advertising, or promotional materials. No reference to DrJ, the TER, or the DrJ mark shall be included with such reproduction in a manner that could be misleading.

13.4 In lieu of reproducing the entire TER in literature, advertising, or promotional materials, the report holder may use references and statements such as: "See TER No. XXXX-XX (insert current number) at drjcertification.org. It is the report holder's responsibility not to misrepresent the TER in any way, and not to use the TER in such a manner as to bring DrJ into disrepute; and to secure DrJ approval in advance whenever there is a question about the use of the DrJ name and/or TER. Report holders are expressly prohibited from using the DrJ name, mark or TER number to claim or imply product recognition beyond the recognition specified in the TER. Report holders are also expressly prohibited from using, in advertising, promotional, and informational materials, any language that would likely mislead the public about their TERs. DrJ reserves to itself the right to interpret what would constitute misleading language.

13.5 The following provisions govern the use of the DrJ mark on products and in advertising, promotional, and informational materials:

13.5.1 Use of the DrJ mark is prohibited in any manner and in any media without authorization from DrJ. Use of or reference to any TER after cancellation is also prohibited.

13.5.2 The DrJ mark may be used *only* on or in connection with products, components, methods, and materials that are covered in currently valid TERs. Use of the mark is not a replacement or substitute for product identification provisions in the relevant TER. Under no circumstances may the mark be used to imply DrJ approval of aesthetics or any other attributes not specifically addressed in the TER.

13.5.3 Use of the DrJ mark must include the relevant TER number.

13.5.4 The mark may not be altered in any way, although it may be enlarged or reduced. Black and green are the basic colors of the mark. Other colors may be used only

when authorized in writing by DrJ.

13.5.5 It is the responsibility of the mark user not to misrepresent in any way the status, conditions, or terms of the relevant TER. It is also the user's responsibility to secure DrJ approval in advance whenever there is a question about how the DrJ mark and/or name is to be used.

13.6 The above does not excuse compliance with any DrJ requirement as a condition of securing or maintaining a TER requiring identification, reference to standards or inspection, or other information to be affixed to or labeled upon products.

13.7 Violation of these rules, regarding the use of the DrJ name and mark, TERs and TER numbers, as determined by DrJ, must cease immediately upon notification of the violator by DrJ. Failure to respond to the notification may lead to suspension or revocation of the TER under these rules. DrJ also reserves the right to note violations in the public notices and publications of DrJ and on the DrJ website.

14.0 COMPLAINT AND APPEALS PRODECURE

All complaints related to a TER should be submitted in writing to the attention of the Customer Support Manager. Parties interested in submitting a complaint can use QF 11 – Complaint Resolution and Quality Improvement form. A complaint form will be provided upon request according to DrJ's website (http://www.drjengineering.org/procedures-handling-complaints-appeals-and-disputes). The report holder will be notified of the complaint and, if a response is needed to address the complaint, DrJ will so inform the report holder. After notice, the report holder will have 30 calendar days in which to respond, or the TER in question will be subject to cancellation.