

# PRE-CURED SEALANT VALIDATION PROGRAM AGREEMENT

This Agreement is made as of the \_\_\_\_\_th day of \_\_\_\_\_, between the Sealant Waterproofing & Restoration Institute, a not-for-profit corporation, having its office at 400 Admiral Blvd., Kansas City, Missouri 64106 (“the Institute”) and \_\_\_\_\_, (“Manufacturer”) a(n) \_\_\_\_\_ corporation, partnership or limited liability company.

Whereas, Manufacturer desires to display the Seal of Validation of the Institute on or in connection with certain manufacturer’s pre-cured sealant products (list attached) and whereas the Institute desires to allow the use of its Seal of Validation for a limited period on or in connection with pre-cured sealant products that are determined to conform to certain recognized standards of quality.

Now therefore, in consideration of the Agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Manufacturer and the Institute agree as follows:

- 1. Validation.** The term “validation” as used herein shall mean a determination that the pre-cured sealant has met the requirements of the Institute Performance Properties Profile listed below and other ASTM tests that may be in effect (“Industry Standard”) by the Institute accepted and approved independent laboratories (“Laboratory”) certified to run specified ASTM tests. The Institute certificate evidencing that a pre-cured sealant product has been validated shall be called a “Certificate of Validation.”

## Performance Properties Profile

Validation of the Institute Performance Properties Profile shall include the following ASTM tests:

1. C 1523 Standard Test Method for Determining Modulus, Tear and Adhesion Properties of Pre-cured Elastomeric Joint Sealants. Test must be performed to validate the greatest joint movement capability and tear propagation properties claimed on the Manufacturer’s data sheet.
2. D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension. Test must be performed to validate the ultimate elongation at break as claimed on the Manufacturer’s data sheet.

- Note:**
1. All ASTM tests performed shall be of the latest or current edition.
  2. All tests performed shall not be modified in any way.
  3. Pre-cured sealant color for testing shall be selected from Manufacturer’s standard color chart.

- 2. Duration.** Validation for any pre-cured sealant product tested and certified to comply with the established Industry Standard shall remain in effect for a period not to exceed five (5) years from the date of which the validation testing is done, so long as the product is not reformulated by Manufacturer in such a way as to effect any of the characteristics tested and validated.

In the event that an Industry Standard is amended, all pre-cured sealant products previously validated under that standard may be required, within such period of time as may be established by the Institute, to conform with any more restrictive amendment and to be re-validated as a condition to retention of Certificate of Validation.

- Note:** Upon expiration of the validated product, it must be resubmitted for testing, even if no changes have been made to the product, to see if test results comply with stated properties of the product.



- 3. Testing.** It will be the responsibility of the Manufacturer to initiate testing of any product. They will direct the Laboratory to obtain a specific product sample from the product stream of an independent distributor outside of the laboratory's geographical region as defined by the Institute. The Manufacturer will then specify the test profile they wish produced for the Institute Validation as listed under Paragraph 1 Validation.
- 4. Reports.** Upon completion of the tests, Manufacturer may apply to the Institute for a Certificate of Validation by paying to SWR Institute a validation fee per pre-cured sealant as established by the Institute, which may be modified at any time in its sole discretion, and by submitting to SWR Institute a report of the Laboratory that contains the results of tests and including the following information:
- a. Date of testing
  - b. Product trademark or designation
  - c. Product lot number
  - d. Test results (All test results must indicate all pertinent testing criteria, including substrates tests, primer used, movement class, tear propagation class and joint configuration.)
  - e. Technical Data Sheet and other literature that have data claims
- 5. Certificate of Validation.** SWR Institute will issue Certificate of Validation for each pre-cured sealant determined by a Laboratory to have met the requirements of the applicable Industry Standard(s) for that pre-cured sealant product. The Certificate of Validation shall include the following information:
- a. Date of testing
  - b. Trademark or product designation
  - c. Expiration date of validation (5 years from Item "a.")
  - d. Specific substrate(s) tested - primed or unprimed and type of primer used
  - e. All to be stated:
    1. Pass/Fail report on testing,
    2. Actual test result numbers, and
    3. Testing criteria, including movement class, tear propagation class and joint configuration.

Manufacturer shall hold the Institute free and harmless from any liability whatsoever including legal fees) that may arise from or in any way be related to the Institute allowing Manufacturer's use of Seal of Validation and/or Certificate of Validation.

- 6. Seal of Validation.** The Institute grants Manufacturer the right to use the appropriate Seal of Validation ("Seal") as an attachment, copies of which are attached hereto as Attachment "A", on and in connection with each pre-cured sealant product for which a Certificate of Validation has not expired.

The Seal may be attached to any written public offering of the manufacturer and must be on at least one. The Seal shall have printed within its face the following:

- a. Date of testing
- b. Trademark or product designation
- c. Expiration date of validation (5 years from Item "a".)
- d. Specific substrate(s) tested – primed or unprimed and type of primer used
- e. All to be stated:
  1. Pass/Fail report on testing,
  2. Actual test result numbers, and
  3. Testing criteria, including movement class, tear propagation class and joint configuration.

**Note:** Complete validation test data is available from the Institute.

Any defacing or alteration of Seal would be considered a break of Validation Agreement.

The Institute shall grant and provide a Seal of Validation, which documents all of the pertinent validated performance data of the product including but not limited to the expiration dates. This Seal must appear in clear and legible form on the Manufacturer's data sheet.

- 7. Use of Seal.** The Manufacturer agrees to display the Institute Seal of Validation on the product data sheet(s) as soon after validation as reasonably possible but, in any case, no later than one year after validation. The Manufacturer agrees to alter its Web site resources relative to the validated product(s) as soon as reasonably possible but, in any case, no later than six (6) months after validation. Manufacturer further agrees that the Seal of Validation may be affixed to any other printed product offering(s) relative to the validated product(s) and that any replication must be unaltered in any way from the original Seal of Validation. Noncompliance could result in withdrawal of the Seal of Validation (see item 9). Upon expiration of validation and if the validated product has not been revalidated, the Manufacturer shall immediately remove the Seal from its Web site and shall also remove the Seal from all printed material including but not limited to product data sheets and product labels no later than one (1) year from the expiration date of validation.
- 8. Misuse of Seal.** If the Institute, in its sole judgment, determines that Manufacturer has misused the Seal, the Institute may withdraw the Certificate of Validation and the Manufacturer's right to use the Seal with respect to any pre-cured sealant products in connection with which the misuse or misrepresentation occurred. As used herein, the term "misuse" shall include, as examples but not by way of limitation, the following:

  - A. Any misrepresentation of the Seal as signifying anything other than the validation of the product.
  - B. Any use of the Seal or a facsimile thereof in connection with any pre-cured sealant product manufactured or sold by Manufacturer, a sample of which has not been validated, such as displaying a facsimile of the Seal in advertising literature that refers to non-validated pre-cured sealant products and fails to state clearly and conspicuously that the Seal applies only to those pre-cured sealant products that are validated.
- 9. Withdrawal of Validation.** If at any time the Institute determines, as provided above, that Manufacturer has misused the Institute Validation Program in any way including but not limited to those acts set forth in Paragraph 8, the Certificate of Validation issued under Paragraph 2 shall be withdrawn and the Manufacturer shall there upon cease all use of SWR Institute's Seal of Validation. Such certificate and rights shall not be reinstated until the Institute, in its sole judgment, is satisfied that the misuse has ceased and that it shall not reoccur.
- 10. Validation of Private Label Pre-cured Sealant Products.** As used herein, the term "Private Label Sealant Product" means a pre-cured sealant product that (1) is manufactured by one firm, company or organization and sold by another; (2) carries a different brand name, trade name or model number from that of the Manufacturer; and (3) may have essential characteristics that are the same as a pre-cured sealant product that has been validated by Manufacturer under its own name.

All private label products, even those bearing the Manufacturer's identification number, shall require Certificate of Validation under their private label name. Any other private label pre-cured sealant product may obtain product validation by following the procedures used by manufacturers, which include application in writing, appropriate testing data from a Laboratory and payment of fees as provided in Paragraph 4 of this document.



**11. Withdrawal from the Validation Program.** The Institute reserves the right to change the terms and conditions governing validation and use of the Seal from time to time. Manufacturer shall abide by such changed provisions upon receipt of notice thereof or otherwise withdraw entirely from the Sealant, Waterproofing & Restoration Institute Sealant Validation Program by surrendering its Certificate of Validation and foregoing the right to use the Seal or facsimile thereof in any way.

**12. Authority.** The parties hereto certify by the signatures below of their authorized agent that they have read this Agreement, understand all its provisions and agree to abide by them.

\_\_\_\_\_  
COMPANY NAME

By: \_\_\_\_\_  
President or other Authorized Representative

**Sealant, Waterproofing & Restoration Institute**

By: \_\_\_\_\_

**Disclaimer**

Industry representatives developed this program as an aid to purchasers of certain industry products so that they will have a better opportunity to compare products and make informed decisions covering purchases and installation of materials. The Sealant, Waterproofing & Restoration Institute, its members and agents (collectively "The Institute") have merely made available test data from third party sources. Accordingly, the Institute cannot accept responsibility for the accuracy of the information, representations of manufacturers or the appropriateness of applications of industry products under all circumstances.



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SWR Institute Headquarters Use Only:	
___ # _____	___ Pre-Cured Sealant(s) to be validated (list attached)
___ Applicable Fees Paid	___ Certificate of Validation issued: Date: ___/___/___