Construction Products Directive (CPD) Program Responsibilities

By acceptance of a formal quotation for evaluation by the UL International (UK) Ltd Construction Products Directive (CPD)\(^1\) Notified Body or by reference to the reports and/or Certificates that it issues, the Customer (“Customer” or “you” or “your”) agrees with the responsibilities set forth below, which also identifies the responsibilities of UL (collectively, “UL” or “we”, “us”, or “our”) under this Program.

Product in this document is defined as the Product(s) or Product System submitted to the Notified Body for evaluation.

1. Scope of the Services. The term “Customer” is used to denote the following:

(a) An Applicant, who submits a Product and/or Factory Production Control\(^2\) System for evaluation against the requirements of the CPD

(b) A Manufacturer who carries out production (full or part), assembly or handling of the product submitted for evaluation and has responsibility for meeting the requirements of the CPD.

(c) The Manufacturer(s) authorized representative

2. Certification Decision. We will investigate the product submitted and, if eligible against the requirements of the CPD in our sole opinion, issue a Certificate of Conformity and supporting Report.

It is only on the issuance of the Certificate of Conformity that you may make a Declaration of Conformity that references the evaluation completed by the Notified Body. The declaration of conformity should not be made by the manufacturer before each applicable Directive has been met.

The Notified Body is solely responsible for the certification decision.

You acknowledge that:

The Manufacturer(s) of the product must demonstrate that they will produce the product in accordance with the requirements of the CPD and the relevant technical specifications.

The Manufacturer(s) shall establish and maintain a Factory Production Control (FPC) system to assure that the product complies with CPD Program Requirements.

You agree to inform UL of any changes to the product that affect the product’s compliance with the CPD prior to implementation of the changes into production.

Where Certification is suspended or withdrawn because of the significance of the non-conformity or for other reasons you agree to stop using the Certification documents, applicable marks, and selling the product where the Certification is legally required to sell the product.

3. Evaluation An evaluation by the Notified Body can include the following assessment tasks against the requirements of the CPD, as applicable:

(a) Product construction and documentation

(b) Product testing
4. **Your information.** You represent and warrant that all the information and data provided to us by you or on your behalf is complete and accurate and that we may rely upon such information when evaluating your product.

5. **Confidentiality of your information.** You agree and consent to us sharing your information and data with UL's subsidiaries, affiliates, subcontractors or third parties, in order for us to:
   - (i) Perform the CPD Program service
   - (ii) Undertake our duties as a Notified Body
   - (iii) Act in the interest of public safety

You represent and warrant that all information and data provided to us is:

- Owned or licensed by you
- Does not infringe the intellectual property rights of any third party
- That you are allowed to provide such information to us without restriction.

We agree not to voluntarily disclose confidential information that you provide us to third parties without your prior written authorization unless the information is already publicly available. Disclosure of such information is also allowed when required by law; in such cases, we will inform you of the disclosure required.

6. **Samples.** Where the CPD Program evaluation requires samples you will ship representative samples to us at your expense. Upon completion of the examination, such samples may be destroyed, unless other arrangements are agreed in writing for the return of samples at your expense. Sample shipping, preparation and testing may damage and/or destroy the sample and you agree that you will not hold us liable for any such damage or destruction.

7. **Subcontracting.** You agree that we may subcontract elements of a CPD Program evaluation to third parties. A term of any such subcontract will be that the subcontractor meets our current qualification criteria including complying with our confidentiality requirements.

8. **Estimated Schedule.** You acknowledge and agree that each evaluation is unique and that the timing required for it will vary, depending upon the nature of the particular evaluation and its results. Where an estimated schedule is provided it is only an indication.

You hereby expressly waive, release, and exempt us and our trustees, directors, officers, employees, members, affiliates, agents, and subcontractors from any liability, claims, demands, or actions whatsoever for any alleged loss, damage, or injury arising from any alleged failure on our part to perform the CPD Program service.

9. **Compliance with the CPD Program Requirements.** In the event that a CPD Service is established, you agree that you will comply with the applicable CPD Program Requirements at all times including:

   - Adherence to the requirements of the CPD, applicable Technical specifications and CE Marking requirements
   - Utilizing the latest technical knowledge in order to continue to meet applicable Essential Health and Safety Requirements of the CPD.
   - Providing an accurate Declaration of Conformity for the Product

10. **Certification Documents** The Certification documents (Certificate of Conformity and Report) remain valid as long as:

   - Factory Production Control assessment visits are satisfactorily completed
• The Standard(s) and/or Technical Requirements used, as a basis for the certification, is (are) still valid
• Applicable Fees are paid
• There are no significant modifications to the product as tested or Inspected that impede the ability to meet the product specification as tested.
• These Program Responsibilities are met.

11. Information Received by Customer Concerning Certified Products. You agree to:

- Notify us in writing within 14 days when you are alerted to an actual or potential Product hazard or non-conformance against the CPD requirements.
- To keep a record of all complaints made known to you relating to the Product’s compliance with CPD Program Requirements and to make these records available to us when requested.
- You agree to take appropriate action to respond to such complaints and any noncompliance with CPD Program Requirements and to keep a record of the action taken.

12. Revisions to CPD Program Requirements. You agree that if a revision to an applicable CPD Program Requirement is adopted or withdrawn, we shall determine the date, if it has not already been pre-determined, by which you must cease using the Product Certification. We shall notify you in writing as soon as is practicable of such a date and advise of any applicable transition period to meet the revised requirements under a new submission. You unconditionally agree to comply with such a cancellation notice.

13. Factory Production Control, where applicable

- **Access to Facilities and Information.** You agree that our representatives shall have free, unannounced, immediate, safe, and secure access to the Production Site(s) and/or storage facilities where the Product, or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the Production Site and/or storage facilities are actually in operation except under extraordinary circumstances. This includes any documentation that supports the Product.

- **Corrective Action.** Where corrective action requests are raised agreed actions must be completed within the agreed timescale.

14. Limitation of our Liability. You expressly agree that CPD Services do not in any way relieve you of your responsibility, under the CPD, for the design, manufacture, testing, marketing, and sale of the Product in compliance with the CPD.

15. UL documentation. We retain all ownership, rights, title, and interest, in and to any reports, procedures, data, calculations, notes, or other materials in any form generated by us.

16. Assignment. You cannot assign any of your rights or obligations under the CPD Program to any other person without our written consent. We may, upon prior written notice to you, assign any of our rights or obligations to any other UL Company.

17. Fees and Expenses

**Evaluation Fees.** We will establish a fee for each Product evaluation and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill the Applicant for all Product evaluation fees.

Where further evaluation is deemed necessary, we reserve the right to charge additional fees, which we shall agree in writing with you prior to carrying out work.

**Factory Product Control, Audit Testing and Corrective Action Fees, as applicable.** Unless we expressly agree in writing otherwise we will bill the Applicant for the CPD Factory Production Control
and any Audit Testing that is required at our current rates which we may upon notice to the Applicant change from time to time.

**Expenses.** Unless we expressly agree in writing otherwise we will bill the Applicant for all reimbursable expenses associated with a Product evaluation; Testing, Data Acceptance, Factory Production Control, Audit Testing and Corrective Action which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of Test Reports and other documents.

18. **Mark and Certificates**

**UL Ownership.** Client acknowledges and agrees that we own several Marks and we are appointed to issue different certificates including CPD Certificates of Conformity. You expressly agree that you will not use UL’s name or any abbreviation, symbol, or Mark thereof, on or in connection with your Products, containers, or packaging, unless expressly authorized by us, and then only in the form or manner specified by us in writing. You further agree that we may notify any third party of any improper or unauthorized use of the Marks or certificates, or reference to UL, by you.

19. **Use of UL Name in Advertising and Promotional Materials.** Subject to the CPD Program Requirements, we will permit you to make appropriate references to UL, as authorized by us, in writing in promotional or advertising material in any medium including, without limitation, print or electronic media, solely in connection with CPD Products that we have certified, provided that in our opinion, the following conditions are met:

(a) The promotional or advertising material is in no way inconsistent with the findings and/or coverage of UL;

(b) The reference to UL is not intended to and does not create a misleading impression as to the nature of our findings, its coverage, and/or its CPD Service; and

(c) the promotional or advertising material does not in any manner state or imply that we are in any way:

(i) Providing a ‘UL listing’ for the product

(ii) Endorsing the Product

(iii) Warranting or guaranteeing any aspect of the Product, its performance, and/or its “safety.” except for references for compliance with the CPD.

20. **Termination.**

**Immediate Termination Events.** In the event that you default on any of your obligations under the CPD and these Program Responsibilities, we may immediately withdraw or suspend the Product’s Certification. Upon termination you rescind the right to use or reference the Certification provided under the CPD Program without prejudice to any other rights or remedies that we might have.

**Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days’ written notice to you (“the cancellation notice”), we may terminate, in whole or in part, as to Product(s), any rights or authority conferred upon you:

(a) your filing of any voluntary or involuntary petition for bankruptcy;

(b) the appointment of a receiver for your business; and/or

(c) the voluntary or involuntary liquidation of your business.

In such termination notice, we will provide you with a date by which you must cease using all references to the CPD Certification covered by the notice (the “date of withdrawal”).

**Termination due to Non-Eligibility.** If your Product(s) becomes ineligible for the CPD Program Service, we shall immediately discontinue the service for the Product and shall terminate your rights.
and authorities under the CPD Program requirements with respect to such Product(s), pursuant to a termination notice.

**UL’s Actions Upon Termination.** Upon termination, including customer request to end service we may among other actions:

(a) Discontinue any CPD Service for any of your Products

(b) Insist on Certified destruction of materials referring to the CPD Certification provided, which, in our judgment, were issued for use in connection with any Product(s) related to the termination.

(c) You expressly agree that, on or before the termination date you will cease using any references to the CPD Certification for any products covered by the Termination notice.

(d) Issue an invoice for any fees due which you agree to pay within the terms of payment.

**Definitions:**


2. **Factory Production Control** (FPC) is the permanent internal control of production exercised by the manufacturer as required by the Construction Products Directive.