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1.0 Purpose

The Safety Equipment Institute administers a Certification Program that includes auditing and testing for public safety to assist government agencies, users and manufacturers in meeting their mutual goals of providing workers and consumers the best possible products and environment both on or off the job.

1.1 Goal

The Institute's goal is to conduct testing for public safety by complying with recognized standards and the current state of the art, and to recognize and disseminate information for public benefit, those products which are certified to meet the applicable standards.

2.0 Scope

This voluntary certification program, administered by the Safety Equipment Institute (SEI), is available to any manufacturer of products manufactured to provide safe living and working environments and applies to have its product models certified by SEI. Participation in the SEI program is open on a non-discriminatory basis to all manufacturers.

SEI shall operate in accordance with U.S and Canadian Federal, Provincial and Municipal laws and regulations administered by the regulatory authorities.

SEI certification programs are accredited in accordance with ISO/IEC 17065:2012 *Conformity assessment --Requirements for bodies certifying products, processes and services* ISO/IEC 17065, and the accreditation shall be issued by an accreditation body operating in accordance with ISO/IEC 17011, *Conformity assessment — General requirements for accreditation bodies accrediting conformity assessment bodies.* SEI shall operate as a Type 5 Scheme in accordance with ISO 17067, unless otherwise noted and required by a scheme or standard.

All product testing is in accordance with applicable voluntary, government or other product performance standards as recognized by SEI. The certification testing and quality assurance audits will be conducted by independent third parties under contract to SEI. SEI does not influence the testing or quality assurance auditing of any product model. Those decisions are made by independent Testing Laboratories and Quality Assurance Auditors. SEI accepts responsibility for these entities, and the final decision on all product certification issues rests with SEI.

All fees under the voluntary certification program will be paid to SEI. In some cases, manufacturers may be invoiced by a test lab, and in those cases testing fees will be paid directly to the test lab. SEI will administer the program.

SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when:

1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard,
2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures
3) the manufacturer has paid all fees
4) product liability insurance requirements are met.

Following initial certification, all product models are periodically tested, and are selected by the SEI auditor, when available, during the annual quality assurance audit.

SEI and the independent third parties retained by SEI will not accept any responsibility for product liability. This responsibility rests solely with the manufacturer who has agreed to hold the SEI Testing Laboratory, the Quality Assurance organization, and the SEI Directors, Officers and Staff harmless and indemnify them against all claims pursuant to the terms set forth in the Manufacturer's Agreement. See *Section 3: Manufacturer's Agreement* of this manual.

2.1 Open-Circuit Self-Contained Breathing Apparatus (SCBA) and Personal Alert Safety Systems (PASS)

Additional guidance for the certification of open-circuit self-contained breathing apparatus (SCBA) and personal alert safety system (PASS) devices is provided in the *Open-Circuit SCBA Program Manual*, which is provided as a supplement to this *SEI Certification Program Manual*.

3.0 Manufacturer's Agreement

This agreement made this _____ day of _____, 20___, by and between Safety Equipment Institute, 4701 Cox Road, Suite 285, Glen Allen, VA 23060, a Virginia corporation, which with its successors and assigns is hereinafter called "SEI", and _____,
(name)

a _____ corporation, _____
(state/ country) (address)

which with its successors is hereinafter called "Manufacturer".

Whereas, SEI sponsors a certification program for safety and protective equipment and is the owner of a certification mark which may be used on a certified products as set forth herein; and

Whereas, Manufacturer desires to obtain SEI certification for some or all of its safety and protective equipment and desires to obtain the right to use SEI's certification mark in connection with the marketing and promotion of said products;

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1) Operation of Certification Program

a. SEI certification shall be available to Manufacturer for product models in the categories set forth in Schedule A attached hereto.
b. For each product model as to which it seeks certification, Manufacturer shall comply with all requirements and procedures of the SEI certification program as set forth in the Certification Program Manual which is attached hereto and incorporated by reference to this Agreement. Manufacturer shall comply with the duly adopted amendments to the manual prospectively, upon receiving advance notice from SEI through controlled copy distribution.
c. The standard for certification of each product category for which Manufacturer seeks certification shall be the one set forth in Schedule A, unless SEI informs Manufacturer that another standard has been designated for that category.
d. The independent testing laboratory (ies) named in Schedule A (hereinafter "testing laboratory") will perform the testing in accordance with the appropriate product standard(s) at its testing facilities as provided for in the Certification Program Manual.

e. The independent Quality Assurance Auditor assigned by SEI (hereinafter "Quality Assurance Auditor") will ascertain whether Manufacturer complies with the quality assurance requirements as provided for in the Certification Program Manual and product standard as applicable.
f. SEI shall collect fees and charges from Manufacturer as per the current fee schedule. SEI reserves the right to amend such fee schedule upon thirty (30) days' notice to Manufacturer. Manufacturer shall make full payment of such fees and charges no later than twenty (20) days from the date on the statement received from SEI, except that appeal costs shall be paid in full within ten (10) days.
g. Following its internal evaluation, review and certification decision procedures in accordance with ISO 17065 requirements, SEI shall certify Manufacturer's product(s) and grant the right to use the SEI certification mark when:
    1. The testing laboratory has reported to SEI that each product model submitted and tested successfully meets the product standard
    2. The Quality Assurance Auditor has reported to SEI Manufacturer complies with all quality assurance requirements
    3. Manufacturer has paid all fees
    4. Insurance requirements are met
h. SEI will maintain the secrecy of confidential information received from Manufacturer and will not disclose such information to any third party without prior written approval of manufacturer; except that in response to a subpoena, court order or other compulsory process, SEI will give Manufacturer at least ten (10) days advance notice before releasing such information to any third party.

2) Use of Certification mark

a. Manufacturer may* affix the SEI certification mark only to those products actually conforming to models that have been found by the testing laboratory to meet the applicable product standard(s) and which also conform to models found by the Quality Assurance Auditor to meet SEI and product standard quality assurance requirements.
b. In the event of decertification of Manufacturer's product model(s) pursuant to the Certification Program Manual, Manufacturer shall forfeit the right to use the SEI certification mark as to such model(s), effective immediately upon receipt of notice from SEI.

*For the Equestrian Headgear Certification Program and for all NFPA Certification Programs, use of the SEI mark on conforming products is mandatory.

c. Whenever SEI, the testing laboratory or Quality Assurance Auditor has reason to believe that Manufacturer is using the SEI certification mark on or in connection with any product that is a Critical or Major A nonconformance or quality system departure requiring "Correction Mandatory" as defined in the Certification Program Manual, SEI shall request that Manufacturer cease and desist all use of the SEI certification mark with respect to the affected product(s) and institute such recall measures or other actions as are appropriate under the circumstances and in accordance with the Certification Program Manual. Upon receipt of such notice, Manufacturer shall cease and desist at once all use of the SEI certification mark for the affected product(s) and shall institute such recall measures, upon consultation with and approval by SEI, as are appropriate under the circumstances and in accordance with the Certification Program manual.
d. In the event the Manufacturer initiates a recall or learns of a potential hazard for any product bearing or using the SEI certification mark, Manufacturer shall provide adequate notice to SEI immediately, per the requirements and procedures in *Section 17: Use of the Mark* and *Section 15: Nonconformance/ Departure or Potential Hazard* sections of the Certification Program Manual.
e. Manufacturer shall use the SEI certification mark and the SEI name, abbreviation, design or symbol, or any other form of reference which may be interpreted to mean Safety Equipment Institute only in such form or manner as is specified in the Certification Program Manual or is otherwise expressly authorized by SEI.

3) Product Testing and Quality Assurance Audits

a. Manufacturer shall admit duly authorized representatives of the testing laboratory or Quality Assurance Auditor on its manufacturing premises, during regular business hours, who shall make such regular, periodic tests and inspections as are appropriate to ensure that the applicable product standard(s) and quality assurance requirements are being met by Manufacturer, as provided for in the Certification Program Manual.
b. In the event Manufacturer disputes the findings or conclusions of the testing laboratory or quality Assurance Auditor which result in denial of certification, decertification or an SEI-requested recall, Manufacturer shall be entitled to appeal before an Appeals Board as set forth in the Certification Program Manual. In that event, Manufacturer and SEI shall accept the decision of the Appeals Board as final and binding on both parties and enforceable at law.
c. SEI or its authorized agent may conduct field testing of Manufacturer's products bearing the SEI certification mark to ascertain that the applicable standards are being met. In the event such testing discloses non-compliance with applicable standards, SEI and

Manufacturer shall follow the procedures and requirements set forth in the Certification Program Manual.

4) Indemnification and Insurance

a. Manufacturer hereby holds SEI, its officers, directors and staff harmless and indemnifies them against any loss, expense, liability or damage, including attorney's fees, arising from any and all claims with respect to:
    1. Manufacturer's certified product(s)
    2. Manufacturer's reference to SEI
    3. Manufacturer's reference to the SEI Certification Program
    4. Manufacturer's use of the SEI certification mark or
    5. Any violation by Manufacturer of the terms and conditions of this Agreement.

b. Manufacturer shall hold harmless each testing laboratory named in Schedule A and shall indemnify each of them and their respective officers, directors, employees and agents for any and all claims, losses, liability or expenses arising from product liability claims involving Manufacturer's product bearing the SEI mark, provided acts and/ or representations of such testing laboratory(ies) involving Manufacturer's use of the SEI mark on such product are not occasioned by misconduct, negligence or errors and omissions by such testing laboratory(ies) and its officers, directors, employees or agents.

c. Manufacturer shall hold harmless the Quality Assurance Auditor assigned by SEI and shall indemnify it, its officers, directors, employees and agents for any and all claims, losses, liability or expenses arising from product liability claims involving Manufacturer's product bearing the SEI mark, provided acts and/ or representations of such Quality Assurance Auditor involving Manufacturer's use of the SEI mark on such product are not occasioned by misconduct, negligence or errors and omissions by the Quality Assurance Auditor, its officers, directors, employees or agents.

d. Manufacturer shall maintain in full force and effect occurrence type product liability insurance that provides minimum coverage of $2,000,000 in the United States and names Safety Equipment Institute, its officers, directors and staff as insured parties for completed operations in the contractor category on ISO form CG 20 37 or equivalent. Prior to certification, Manufacturer shall provide to SEI a certificate of insurance evidencing the above coverage and a copy of that portion of the policy naming Safety Equipment Institute, its officers, directors and staff as insured parties, and shall, upon demand, provide to SEI evidence satisfactory to SEI that such insurance or its equivalent remains in force. Such insurance shall remain in force so long as manufacturer's products certified by SEI are in use. Manufacturer shall submit copies to SEI of any and

all changes of its insurance policy that may affect the status of SEI as an insured party or the limits of liability.

5) Assignment

Manufacturer shall not assign this Agreement in whole or in part without the written approval of SEI.

6) Termination

a. SEI or manufacturer may terminate this Agreement upon sixty (60) days written notice to the other party, provided, however, that SEI shall not exercise this right of termination without cause and prior approval of its Board of Directors. Nonpayment of fees and charges within sixty (60) days of the date on the statement received from SEI shall constitute one category of cause for termination.

b. Termination of this Agreement shall not relieve Manufacturer of the obligation of maintaining the insurance and indemnification with respect to any of its products, as provided in Item 4 above, or of instituting product recalls, as provided in Item 2(d) above.

c. Termination of this Agreement shall not relieve the Manufacturer of the obligation to pay fees or other charges left unpaid as of the date of termination.

d. Upon termination of this Agreement, Manufacturer shall discontinue at once all use of the SEI certification mark, except in the instance where termination is not related to failure to comply with applicable standards and/ or quality assurance requirements, in which case Manufacturer shall be permitted to sell any products in its possession or control that bear the SEI certification mark and properly conform to the applicable product standards and quality assurance requirements, provided such mark was affixed prior to the effective date of termination. In such case, within fifteen (15) business days after the effective date of termination, Manufacturer shall notify SEI in writing as to the remaining volume and models of product(s) bearing the SEI mark which it intends to sell. For a reasonable length of time, SEI shall, at its option, have access upon reasonable notice to Manufacturer's premises and records to the extent necessary to verify this information and to ensure that Manufacturer does not use the SEI certification mark on any product other than identified above.

7) Construction

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

8) Duration

This Agreement shall continue in effect for a period of one year from the date first written above and shall automatically be renewed thereafter for periods of one year, unless the termination rights provided for in this Agreement are exercised.

Accepted and Agreed to by:

_____	_____
(Company)	(Company)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

4.0 Obligations Under the Program

4.1 The Manufacturer shall:

A. Abide by all terms and conditions as stated in the Manufacturer's Agreement section of this manual.
B. Abide by all terms and conditions as stated in certification program scheme owner's agreement, bylaws, or other governing document(s).
C. Comply with the requirements and procedures set forth in the Certification Program Manual as amended.
D. Designate a contact person and a backup person that the SEI Quality Assurance Auditor can contact to schedule quality assurance audits, as necessary, and to coordinate the selection of sample(s) for annual testing.
E. Designate a person within the company to conduct a thorough review of the product standard(s) to determine that all requirements that pertain to the manufacturer's operations have been met and provide confirmation to SEI.
F. Notify SEI of change in ownership or legal name, major changes to the quality management system, and/ or change in manufacturing location.
G. Not use information acquired through the contracted agreement with SEI in a misleading manner (e.g., use of the SEI mark prior to receiving SEI certification letter or in a manner as to bring SEI into disrepute).
H. Permit during the course of an audit at SEI by an accreditation body and/ or regulatory authority, examination of participant's records which are held by SEI (no copies shall be made) and allow for observation of SEI auditor by personnel authorized by SEI.
I. Comply with Section 17, Use of the Mark, for the SEI logo, as well as any third party certification logo requirements set forth in the certification scheme or individual test standards for the product being certified.
J. Ensure that if copies of certification documents are provided to others, the documents shall be reproduced in their entirety or as specified in the certification scheme or test standard.
K. Take responsibility for all aspects of production including subcontracting, and not assign the SEI manufacturer's agreement to another company.
L. Manufacturer shall maintain occurrence based product-completed operations liability coverage with minimum limits of $2,000,000 per occurrence, naming Safety Equipment Institute, its officers, directors and staff as Additional Insured, in accordance with the provisions of 4)d. of the Manufacturer's Agreement.
M. Bring any dispute arising out of or related to this the Manufacturer's Agreement in Fairfax County, Virginia Circuit Court or the United States District Court for the Eastern District of Virginia, Alexandria Division, except to the extent such disputes are governed by SEI's complaint and appeal process as governed by Chapter 19.

4.2 The Testing Laboratory shall:

A. Conduct all tests described in the applicable standard(s) with adequate notice and opportunity to witness testing at the testing laboratory.
B. Report complete test results to the manufacturer and SEI.
C. Resolve discrepancies informally and expeditiously whenever possible, without compromising the requirements of the applicable standard(s) and the integrity of the SEI Certification Program.
D. Report pass/fail results to SEI promptly. Complete test reports shall be provided to SEI.
E. Maintain confidentiality of all test results, findings and product specifications.
F. Appear before the SEI Committee on Certification Programs (CCP) or Appeals Board in accordance with the procedures and requirements set forth in the Complaints & Appeals section of this manual.

4.3 The Quality Assurance Auditor shall:

A. Conduct a total system audit and surveillance audits as deemed necessary, normally at approximately six month intervals, except that after the initial audit and one or two additional surveillance audits, the auditor may recommend to SEI to allow surveillance audits at approximately one-year intervals. For certification to NFPA standards, all surveillance audits will be unannounced, conducted preferably at six month intervals.
B. Conduct surveillance audits as needed to certify that the manufacturer meets, on a continuing basis, all requirements outlined in the Quality Assurance and Audit Procedures sections of this manual. Designate product for on-going certification testing.
C. Report complete findings to SEI and to the manufacturer.
D. Resolve discrepancies informally and expeditiously whenever possible, without compromising the quality assurance requirements and the integrity of the SEI Certification Program.
E. Maintain confidentiality of all findings and product specifications and test results.
F. Appear before the SEI Committee on Certification Programs (CCP) or Appeals Board in accordance with the procedures and requirements set forth in the Complaints & Appeals section of this manual.

4.4 Safety Equipment Institute (SEI) shall:

A. Select and accept responsibility for work conducted by the independent Testing Laboratory (ies) and Quality Assurance Auditor(s).
B. Select product categories and applicable standards for SEI certification.
C. Establish quality assurance requirements for SEI certification.
D. Process applications for certification approval and extensions of approval for modified products.
E. Issue certification when performance testing, quality assurance and insurance requirements are met, fees are paid and there are no pending legal issues.

F. Deny certification when testing and/or quality assurance requirements have not been met and/or fees have not been paid and/or there are pending legal disputes, appeals, arbitrations, or litigations.
G. Suspend or withdraw certification when testing and/or quality assurance requirements have not been met and/or fees have not been paid and/or participant refuses to recall noncompliant product.
H. Convene the Committee on Certification Programs (CCP) or an Appeals Board, whenever necessary, in accordance with the procedures and requirements set forth in the Complaints & Appeals section of this manual.
I. Provide adequate administration of the program with confidential and impartial treatment of all participants by staff, testing laboratories, quality auditors, Board of Directors and Committee on Certification Programs (CCP).
J. Maintain effective control of the certification mark and its use.
K. Develop the public acceptance of the certification mark.
L. Maintain confidentiality of all findings, test results and product specifications and will not disclose such information to any third party without written approval of the manufacturer; except in response to a subpoena, court order or other compulsory process.
M. Provide due notice of any changes in requirements for certification taking into account views expressed by interested parties.

5.0 Selection of Standards

The SEI Committee on Certification Programs (CCP) shall select the product standard to be used for each product category in the SEI program. Voluntary, government or other product performance standards shall be used in testing products in the SEI Certification Program. SEI uses the most current version of such standards as the basis for its certification programs.

Voluntary standards are developed by people from trade associations, industry and in some cases end users and their representatives. Some examples are:

- ANSI/ISEA (for disposable coveralls, gas detector tubes, etc.)
- ASTM (for bicycle helmets, equestrian helmets, etc.)
- NFPA (for life safety rope, protective clothing, SCBA, etc.)
- CSA (for safety eyewear, head protection, etc.)

Most standards include laboratory test methods and quality systems requirements. In addition, SEI, through its contract laboratories, may establish sample requirements if the standard delegates this responsibility to the certification organization and may establish other quality requirements through its contract auditors.

The applicable standard for each product category for which the manufacturer desires to obtain SEI Certification is set forth in this manual (See *Section 6: Standards*). Therefore, the manufacturer knows which standard will be used in testing the product models before submitting them for testing.

5.1 Adoption of Updated or New Standard

The SEI CCP may change the product standards used in the program, provided, however, it is their judgment that a better or more appropriate standard, consistent with the purpose of the Certification Program, has become available. In such a case, the SEI CCP shall provide for suitable grandfathering to allow an orderly transition to the new standard. If a transition period is stated in the applicable standard, it shall take precedence.

5.1.1 SEI will immediately inform participating manufacturers, stating at what date the new or updated standard will become effective.

5.1.2 If the manufacturer advises SEI of its intent to not continue participation in the SEI Certification Program, the particular product will cease to be a valid certified product on the stated effective date. See *Section 16: Withdrawal of Certification* of this manual.

6.0 Standards (Re: Schedule A)

ANSI/ISEA Standards				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 21	04/29/2020	Eye & Face Protection	ANSI/ISEA Z87.1-2020	Colts Laboratories ICS Laboratories Intertek INSPEC Int'l Ltd.
Section 23	10/25/2019	Industrial Head Protection	ANSI/ISEA Z89.1-2014 (R2019)	Colts Laboratories ICS Laboratories Intertek INSPEC Int'l Ltd.
Section 21	05/08/2023	Emergency Eyewash & Shower Equipment	ANSI/ISEA Z358.1-2014 (R2020)	Intertek

ASTM Standards				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 20	12/02/2024	Standard for Respiratory Protective Escape Devices	ASTM E2952-24	Intertek
Section 32	04/17/2025	Standard Specification for Less Lethal Aerosol Devices Used by Law Enforcement, Corrections, and Other Public Safety Officers	ASTM E3187M-25	Eurofins EAG Materials Science
Section 32	04/29/2020	Standard Practice for Certification of Less Lethal Aerosol Devices Used by Law Enforcement, Corrections, and Other Public Safety Officers	ASTM E3215-19a	Eurofins EAG Materials Science
Section 27	06/08/2023	Headgear Used in Horse Sports and Horseback Riding	ASTM F1163-23	ICS Laboratories Intertek INSPEC International Ltd. INSPEC Technical Services SIRC
	05/07/2021	Standard Test Methods for Equipment and Procedures Used in Evaluating the Performance Characteristics of Protective Headgear	ASTM F1446-20	ICS Laboratories Intertek INSPEC International Ltd. INSPEC Technical Services SIRC

ASTM Standards cont.				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 29	05/23/2022	Standard Performance Specification for Flame Resistant and Electric Arc Rated Protective Clothing	ASTM F1506-22	ArcWear
Section 27	12/01/2023	Body Protectors Used in Horse Sports and Horseback Riding	ASTM F1937-04 (R2023)e1	Intertek SIRC
Section 27	12/21/2018	Standard Specification for Helmets Used in Recreational Snow Sports	ASTM F2040-18	Intertek
Section 26	12/02/2024	Standard Specification for Performance Requirements for Protective Footwear	ASTM F2413-24	Intertek
Section 27	05/07/2021	Standard Specification for Protective Headgear with Faceguard Used in Bull Riding	ASTM F2530-13 (R2020)	SIRC
Section 27	12/01/2023	Equine Racing Body Protectors	ASTM F2681-18 (R2023)e1	Intertek SIRC
Section 27	03/21/2022	Standard Specification for Eye Protectors for Field Hockey	ASTM F2713-21	ICS Laboratories
Section 26	12/02/2024	Standard Specification for Performance Requirements for Soft Toe Protective Footwear (Non-Safety / Non-Protective Toe)	ASTM F2892-24	Intertek
Section 31	02/02/2022	Standard Specification for Eye Protectors for Women's Lacrosse	ASTM F3077-21	ICS Laboratories SIRC
Section 31	04/26/2023	Standard Specification for Headgear Used in Women's Lacrosse (excluding Goalkeepers)	ASTM F3137-15 (R2022)	Chesapeake ICS Laboratories SIRC

CSA Standards				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 23	12/02/2024	Industrial Protective Headwear- Performance, selection, care and use	CAN/ CSA Z94.1-15 (R2024)	Colts Laboratories ICS Laboratories Intertek
Section 21	04/29/2020	Eye and Face Protectors	CAN/CSA Z94.3-2020	Colts Laboratories ICS Laboratories Intertek
Section 26	05/13/2024	Protective Footwear	CAN/ CSA Z195-14 (R2023)	Intertek
Section 22	10/28/2022	Self-Retracting Devices for Personal Fall Arrest Systems	CAN/CSA Z259.2.2-17 (R2022)	INSPEC Technical Services Intertek
Section 22	10/28/2022	Fall Arresters and Vertical Lifelines	CAN/ CSA Z259.2.5-17 (R2021)	INSPEC Technical Services. Intertek
Section 22	05/13/2024	Full Body Harnesses	CAN/ CSA Z259.10-18 (R2023)	INSPEC Technical Services Intertek
Section 22	10/28/2022	Energy Absorbers & Lanyards	CAN/ CSA Z259.11-17 (R2021)	INSPEC Technical Services Intertek
Section 22	10/25/2021	Connecting Components for Personal Fall Arrest Systems (PFAS)	CAN/ CSA Z259.12-16 (R2021)	INSPEC Technical Services Intertek
Section 27	05/05/2015	Recreational Alpine Skiing and Snowboarding Helmets	CAN/ CSA Z263.1-2014	Intertek

NFPA Standards				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 24	04/07/2025	Thermal Imagers, Two-Way Portable RF Voice Communication Devices, Ground Ladders, Rescue Tools, Fire Hose, and Fire Hose Appliances	NFPA 1930-2025 (1801, 1802)	Intertek
Section 25	04/07/2025	Personal Protective Equipment for Technical Rescue Incidents, Emergency Medical Operations, and Wildland and Urban Interface Firefighting	NFPA 1950-2025 (1951, 1977, 1999)	Arcwear Intertek
Section 25	04/07/2025	Personal Protective Equipment for Surface Water Operations and Contaminated Water Operations	NFPA 1955-2025 (1952, 1953)	Intertek
Section 25/SCBA Manual	12/02/2024	Protective Ensembles for Structural and Proximity Firefighting, Work Apparel, Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services, and Personal Alert Safety Systems (PASS)	NFPA 1970-2025 (1971, 1975, 1981, 1982)	Arcwear Intertek
SCBA Manual	10/25/2021	Standard on Respirators for Wildland Fire Fighting Operations	NFPA 1984-2022	Intertek
SCBA Manual	7/22/2022	Standard on Respiratory Protection Equipment for Tactical and Technical Operations	NFPA 1986-2023	Intertek
SCBA Manual	10/28/2022	Standard on Combination Unit Respirator Systems for Tactical and Technical Operations	NFPA 1987-2023	Intertek
Section 28	10/25/2021	Standard for Protective Ensembles for Hazardous Materials and CBRN Operations (Includes NFPA 1991, 1992, 1994)	NFPA 1990-2022	Intertek
Section 29	10/28/2022	Flame-Resistant Garments for Protection of Industrial Personnel Against Flash Fire	NFPA 2112-2023	ArcWear Intertek
Section 22	02/02/2022	Life Safety Rope and Equipment for Emergency Services	NFPA 2500-2022 (1983)	Intertek

NIJ Standards				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 32	3/12/2012 5/25/2016	Public Safety Bomb Suit Standard	NIJ 0117.00-2012 & NIJ 0117.01-2017	Intertek
Section 32	05/07/2021	Criminal Justice Restraints Standard	NIJ 1001.00 2019 (Rev A)	Intertek

NOCSAE Standards				
Certification Program Section	**SEI Approval Date**	**Product Category**	**Applicable Standard**	**Test Laboratories**
Section 30	09/28/2017	Standard Test Method and Equipment Used in Evaluating the Performance Characteristics of Headgear/Equipment	NOCSAE ND001-17	ICS Laboratories Intertek Element SIRC
Section 30	09/28/2017	Newly manufactured football helmets	NOCSAE ND002 – 17	ICS Laboratories SIRC
Section 30	04/17/2025	Newly manufactured youth football helmets	NOCSAE ND006-23	ICS Laboratories SIRC
Section 30	02/14/2017	Hardware Corrosion Characteristics	NOCSAE ND015-15	ICS Laboratories Element SIRC
Section 30	05/05/2015	Newly manufactured football players hand coverings	NOCSAE ND019 – 10	ICS Laboratories Intertek SIRC
Section 30	04/22/2021	Newly manufactured baseball/softball batter's helmets	NOCSAE ND022 – 21	ICS Laboratories Intertek Element SIRC
Section 30	12/02/2024	Newly manufactured baseball/softball catcher's helmets with faceguard	NOCSAE ND024 – 24	ICS Laboratories Intertek Element SIRC
Section 30	03/21/2018	Newly manufactured youth baseballs	NOCSAE ND027 -18	ICS Laboratories Intertek Element SIRC
Section 30	04/22/2021	Newly manufactured baseball/softball fielder's headgear	NOCSAE ND029 -21	ICS Laboratories Intertek Element SIRC
Section 30	12/8/2014	Newly manufactured hockey helmets	NOCSAE ND030 – 11	ICS Laboratories Intertek Element SIRC
Section 30	12/8/2014	Newly manufactured hockey face protectors	NOCSAE ND035 -11	ICS Laboratories Intertek

				Element SIRC
Section 30	09/28/2017	Newly manufactured lacrosse helmets with faceguards	NOCSAE ND041 – 15	ICS Laboratories Intertek Element SIRC
Section 30	09/28/2017	Newly manufactured lacrosse face protectors	NOCSAE ND045 - 17	ICS Laboratories Intertek Element SIRC
Section 30	08/30/2019	Newly manufactured lacrosse balls	NOCSAE ND049 -19	ICS Laboratories Intertek Element SIRC
Section 30	12/8/2014	Newly manufactured polo helmets	NOCSAE ND050 – 11	ICS Laboratories Intertek Element SIRC
Section 30	12/8/2014	Newly manufactured helmet mounted polo eye protection	NOCSAE ND055 – 11	ICS Laboratories Intertek Element SIRC
Section 30	02/14/2017	Newly manufactured field hockey headgear	NOCSAE ND061 – 14	ICS Laboratories Element SIRC
Section 30	02/14/2017	Newly manufactured field hockey balls	NOCSAE ND069-14	ICS Laboratories Element SIRC
Section 30	04/22/2021	Newly manufactured baseball/softball batter's helmet mounted face protector	NOCSAE ND072 – 21	ICS Laboratories Intertek Element SIRC
Section 30	12/02/2024	Newly manufactured football faceguards	NOCSAE ND087 – 24	ICS Laboratories Intertek Element SIRC
Section 30	12/8/2014	Newly manufactured soccer shin guards	NOCSAE ND090 – 06	ICS Laboratories Intertek Element SIRC
Section 30	03/21/2022	Newly Manufactured Chest Protectors for Commotio Cordis	NOCSAE ND200-22	ICS Laboratories SIRC

7.0 Annual Participation Fees

The fees provided below are established annually and apply to all applicable SEI participants. Specific fees for certification and testing are provided in the Program Breakout Sections 20 through 33.

Should payment for any invoice owed by the participant be received by SEI more than thirty (30) days after it's initial due date, the participant will be responsible for paying a late fee equal to 2% of the original invoice amount. An additional 2% of the original invoice amount will be added to the total amount due for every thirty (30) additional days that the invoice remains unpaid, from the date of the first late fee. Total amount of late fees per invoice will not exceed more than 10% of the original invoice's total amount due. These late fees will be charged on a separate invoice.

In addition to Annual Participation Fees, Annual Model Certification Fees (as noted in each respective Program Section) shall be invoiced annually for each certified product model, variant, and/or accessory. In those cases where a given certified product model, variant, and/or accessory is voluntarily withdrawn by the Participant prior to March 1st of a given year, the Annual Model Certification Fee for that particular model, variant, and/or accessory shall be waived, provided SEI is notified of the intended withdrawal from certification prior to December 1st of the previous year.

Participants in NFPA programs that allow for maintaining legacy certified products shall be active, and in good standing, with current certified product models.

All wire transfer fees shall be the responsibility of the participant. Checks must be in U.S. funds drawn on a bank with a branch in the U.S.

Sales Volume Category	2026 Annual Participation Fees
New Participant	$4,500
Under $375,000	$4,686
$375,000 – 1 million	$6,694
$1 - 5 million	$6,917
$5 – 20 million	$7,476
$20 – 40 million	$7,809

$40 – 60 million	$8,256
$60 – 100 million	$8,926
$100 – 250 million	$10,153
Over $250 million	$10,488
Element or Material Component Certification Only	$2,900
Participants Solely Using Shared Component Data (Industrial PPE)	$2,900

7.1 Miscellaneous Fees

Action	Fee
Class I or Class II Evaluation Reviews	$135.00/hr.
Private Label Annual Certification Fee	$250.00
Private Label Certification Letter for Private Label Company	$75.00
Investigation of noncompliance after first 8 hours of SEI staff time	$135.00/hr. + cost of materials
Complaint investigation after first 8 hours of SEI staff time	$135.00/hr. + cost of materials
Fees for use of legal counsel in responding to legal actions involving complaints (regardless of whether the complaint is determined to be valid), recalls or investigations against participant's certified products	Rebilled at SEI's attorney's fees
American Arbitration Association (AAA) Appeals Board Fees	Established by the AAA in Washington, D.C.
Review for Acceptance of Previous or Other Test Data	$135.00 per hour

7.2 QUALITY ASSURANCE AUDIT FEES

Auditor/Firm	Fee
CK Black Group, Inc. North America **Cary Black**	Charge Per Day $1,073.00 Travel Expenses as Billed
GMT Quality Services North America **Glenn Tacke**	Charge Per Day $1,073.00 Travel Expenses as Billed
HTEQ Services Asia **YW Heoh**	Fees quoted upon request for time and travel.
INSPEC International Ltd. Salford, Manchester, UK **Timothy Brett** **Alastair Meakin** **Michal Fullerton** Taiwan **Danny Tai** **Robin Lu**	Fees quoted upon request for time and travel.
Pinto Quality Management North America **Jules Pinto**	Charge Per Day $1,073.00 Travel Expenses as Billed
POS Management Solutions Asia **CK Leong**	Fees quoted upon request for time and travel.
QA International Pakistan **Muhammad Ejaz**	Fees quoted upon request for time and travel.
QMS Auditing Services Providence, RI **Roger Sabo**	Charge Per Day $1,073.00 Travel Expenses as Billed
Mr. Bryan See Asia	Fees quoted upon request for time and travel.
Control Point Holdings Las Vegas, NV **Trevor Morones**	Charge Per Day $1,073.00 Travel Expenses as Billed

The Standards Institute of Israel Israel **Yaron Segman**	Fees quoted upon request for time and travel.

Additional Audit Services	Fee
SEI Remote Audit of Headquarters	Charge Per Day $1,073.00
SEI Remote Pre-Audit	Charge Per Day $800.00
Auditor's Excess Hours	$64.00 Per Hour
Excess Hours for Corrective Action Review	$64.00 Per Hour

7.2.1 General Quality Assurance Audit Notes & Fees

1. 10% Surcharge is added to quality audit fee
2. Audit Rescheduling Fee is $257.00 (applies to all audit types including remote/virtual if audit is canceled within the 48 hours prior to the start time)
3. In addition to the $257.00 Audit Rescheduling Fee, participants canceling an audit after scheduling will also be billed any costs incurred on the part of the auditor. This includes and is not limited to the purchase/cancellation of airline tickets.
4. Fees must be paid in advance for all new participants. New participants will be provided with a quote for prepayment.

8.0 Certification Process

A. Certification of product(s) will be granted by SEI when:
   1. A specific product model has been tested by the testing laboratory with compliant results; and SEI has been so notified of the test results;
   2. Quality assurance procedures have been evaluated by the Quality Assurance Auditor for the SEI participant/manufacturer and its critical component and materials suppliers with compliant results, and SEI has been so notified by the Quality Assurance Auditor;
   3. An SEI approved recall policy is on file;
   4. All appropriately assessed fees have been paid to SEI;
   5. SEI insurance requirements have been met and
   6. Where required, the SEI participant/manufacturer has satisfied the requirements of the latest version of ISO 9001 as required by the NFPA Standard to which the product is being certified.

B. SEI participants shall apply for:
   1. Initial certification
   2. Class I and Class II changes (see *Section 14: Product Changes*) of product models by completing a submittal package which includes an SEI Certification Submittal Form (*see Form 8.0*) and a detailed listing/ description of the components and materials for each product model, variant or accessory being submitted

C. SEI participants shall apply for annual certification of certified models. In case(s) where a certified model has not had any production since 1) the date the model was last tested for initial certification or 2) the date the model was last tested for an annual certification (i.e., same production lot/batch in the manufacturer/SEI participants possession), SEI will consider accepting a request for an exemption (upon receipt of a written exemption request from the SEI participant), to not conduct annual certification testing on the given production lot/batch. If an exemption to conduct annual certification testing is accepted, SEI will resume annual certification testing when either 1) production resumes, or 2) the exempted certified product has not been tested for three (3) annual certification cycles.

D. The SEI Certification Program is designed for the certification of finished product models, except that, in certain specific instances, component models may be certified. In order to avoid confusion, the SEI certification mark used on component models shall be different from the SEI certification mark used on finished product models. *Section 17: Use of SEI Certification Mark* of this manual provides specific details regarding component model certification and the use of the SEI certification mark for components.

8.1 Special Process Certifications - New Standards

When required product performance is changed through the use of a new, revised or different standard, SEI views the testing and recertification as an initial certification. In that case, suitable grandfathering will be provided to permit an orderly transition both by users and SEI participants. See *Section 5: Selection of Standards* of this manual.

Upon certifying models to a new standard for the first time (i.e., a new certification program or revised standard) SEI will grant all participating SEI participants a fair and equal opportunity to obtain certification. When feasible, SEI will announce a date by which time all applicants must apply in order to receive certification by a specified date.

8.2 Special Process Certifications - Private Labels

Extension of certification for a model already approved, but marketed under a different mark (i.e., private labeled), may be granted by SEI under the following conditions:

1. The SEI participant notifies SEI in writing per the SEI Certification Submittal Form for Private Label Products (*see Form 8.2*), the company for whom the product is being private labeled, the brand name and product model number used by that company. The SEI Certification Submittal Form for Private Label Products shall be submitted initially and annually.
2. The model is identical to one already certified except for markings or other Class II changes, as described in *Section 14: Product Changes* of this manual and as demonstrated through product photo(s), drawing(s) or a product sample submitted to SEI for confirmation.
3. The SEI participant continues certification of the original model.
4. When completing the SEI Certification Form for Private Label Products, the SEI reference number, certified model brand name, and model numbers shall be cross-referenced to each private label product model number and name. The SEI Private Label Product Certification Submittal Form shall be completed and submitted to SEI for all private label certification requests.
5. Labels and user instructions for the private label product shall be reviewed and accepted by SEI and/ or the laboratory for compliance with applicable SEI and product standard requirements.
6. An annual certification fee will be charged to process ~~a~~ private label submittal. A fee for product comparison, label and user information review may be charged by SEI and/or the laboratory for initial and annual private label submittals.
7. Verification of the above conditions shall be reviewed during SEI quality audits.

Upon successful completion of the applicable item(s) from above, SEI will issue to the Participant a Certification Letter which covers the private label product. Upon request (i.e., if answered "Yes" to this question on the SEI Certification Submittal Form for Private Label Products (*see Form 8.2*)), SEI will generate and issue an additional Certification Letter to the company that receives the private label.

8.3 Special Process Certifications - Modified Models

Extensions of certification for products modified by a Class I change, as described in *Section 14: Product Changes* of this manual, will require submission of the model for recertification testing. Changing or adding a major component supplier is considered a Class I change and shall immediately be reported to SEI for evaluation and possible action.

8.4 Participant Request to Stop/Cancel Certification Process

Submitting a completed SEI Certification Submittal Form (*see Form 8.0*) authorizes SEI to initiate certification of the product(s) indicated on the Submittal Form, to the listed certification programs noted on the Submittal Form. Upon receipt of the Submittal Form, certification testing will be initiated by SEI and any applicable SEI certification fees will be invoiced.

If the certification process needs to be stopped or canceled by the Participant for any reason, SEI must receive a signed Stop/Cancel Certification Process Form (*see Form 8.4*) in order to stop the certification process. SEI will send a confirmation to the Participant and Test Laboratory indicating that cancellation of the certification process has been accepted. Any SEI certification fees and/or testing fees that are incurred at the time SEI sends confirmation of the cancellation/suspension will be the responsibility of the Participant, and these fees will be invoiced for payment. In the case of a Stop/Cancel certification request, the Stop/Cancel Certification Form also includes a section that authorizes SEI to continue or restart the certification process. This must be completed, signed and returned to SEI before the certification process will continue. SEI will send a confirmation indicating the date that the certification process will continue.

9.0 Sample Submittal Procedures for Annual Certification Testing

A. Following initial certification testing, all products carrying the SEI label are subject to surveillance requirements. This means that all products shall be periodically retested, and the manufacturing facility shall be audited at least once in each 12-month period beginning with the original certification date (annual surveillance audit). For products certified to most NFPA standards, at least two surveillance audits in each 12-month period shall take place. Audit frequency and/ or testing frequency requirements that are stated within a standard or certification scheme shall take precedence.

B. During surveillance audits, samples of certified products shall be selected by the SEI quality assurance auditor. *Section 9.2.1* consists of instructions covering the use of the SEI Sample Selection Form (SSF) by the SEI quality assurance auditors and participants. In some cases, where an SEI Participant does not manufacture product (purchases completed product from a supplier), SEI may direct the SEI Participant to forward samples from stock for annual recertification testing per the SSF. (However, all products certified to NFPA standards shall be selected for annual recertification testing by the SEI Auditor.)

9.1 Responsibility and Work Flow Activities

The following procedures are intended as a guideline for the certification process with regard to sample selection, including documentation flow and the responsibilities of the quality auditor, the SEI Participant, the test laboratory and SEI. This guideline does not replace the procedures as contained in the Certification Program Manual; rather it condenses them in to a brief step-by-step process. For the details of the procedures in this guideline, please refer to the applicable sections of the SEI Certification Program Manual.

Quality Auditor:	1. Notify SEI as soon as an audit date has been finalized (at least 4 to 8 weeks prior for build-to-order products).
SEI:	2. Complete SEI Sample Selection Forms (SSF) at least 4 weeks prior to the scheduled audit. Email a copy to the auditor and participant. Any sample requirement issues shall be addressed at least two weeks prior to the audit.
SEI Participant/ Manufacturer:	3. If necessary, schedule additional units/ products for production to coincide with planned audit (anticipated audit for NFPA). The number of units scheduled shall satisfy these requirements: a. The minimum sample size <u>for each model</u> specified by SEI b. Lot size for each model equal to at least three times the sample size. For build-to-order models, specific instructions for sampling will be provided by SEI on an individual basis. For samples selected from existing inventory, these samples must have been manufactured within the last nine months. 4. The submittal package (SEI Certification Submittal Form and Components & Materials List) is prepared and printed and signed prior to the audit for review by

the auditor during the visit. In the case where samples are selected during an audit at a separate warehouse facility, the manufacturing facility shall make the submittal package available to the auditor for review.

Quality Auditor:

5. Confirm that the lot size is at least three times the sample size to be selected for each model or identify substantiation for deviation from SEI requirement. Call the SEI office for instructions. Additionally, verify the lots available for sample selection were manufactured within the last nine months, and initial the audit checklist and/or the column of the SSF designated for this purpose.
6. Select samples from the lot randomly. Make applicable notes on the sample selection form regarding the sampling process as appropriate and include a copy of the SEI Sample Selection Form with the audit report.
7. Give samples to the SEI participant/manufacturer for packaging.
8. Ensure the SEI participant's designated testing lab has been checked on the SEI Sample Selection Form.
9. If applicable, verify on-site that the SEI Certification Submittal Form and the Components & Materials List contain all required information, accurate product description, and that no undocumented change has been made to the product since it was last selected.

SEI Participant/ Manufacturer:

10. Confirm that lots and samples have not been subjected to any inspections or tests above and beyond what is done for normal production and no changes have been made to the product since the last certification letter has been issued by signing the appropriate statement on the SSF.
11. Disposition of the finalized SEI Submittal Package:
    a. Retain a copy for your permanent records
    b. Email the entire submittal package (with signature) to the SEI Program Manager, Technical Director or Program Development Director immediately.
    c. If additional information is required or you are unable to email the full submittal package, you may fax or send it by postal mail to SEI.
12. Package samples for shipment to the designated testing laboratory on the day of the audit. Ensure a copy of the submittal package and/ or Sample Selection (SS) Shipping Insert Form(s) (see *Section 9.B*) are included in each of the cartons for identification purposes. Samples should be shipped out the day of the audit whenever possible using the SS Shipping Insert Forms.

Quality Auditor:

13. Witness product model(s) being sealed for shipping and affix a tamper-evident seal to all cartons/ boxes (i.e., signature across packing tape).
14. Upon completion of audits where a sample selection takes place, the SEI contract quality assurance auditor shall notify SEI via email, as soon as possible, verifying (1) samples were indeed selected during the audit, (2) confirming whether or not a tamper-proof seal was utilized in sealing the box and (3) designated laboratory. A copy of the final SSF with auditor notes and SEI participant/manufacturer signature shall be included with the audit report.

SEI:	15. Notify laboratory confirming samples that were selected during the SEI audit are being shipped to the laboratory and whether or not boxes containing the samples had tamper-proof seal(s).
	16. Ensure all required documentation is included in submittal package, as submitted by SEI participant/manufacturer, input information into the SEI database and generate the submittal report. The submittal report and components listing are emailed to the lab, and copied to the SEI auditor, and participant. This is the official authorization by SEI to the laboratory to initiate testing.
Laboratory:	17. Verify that auditor tamper-evident seal is intact and product shipped corresponds to product model(s) as stated in the SEI Submittal Package received from SEI.
	18. Confirm that the samples received match the current Submittal Package information, and compare this information with prior Submittal Package information on file to ensure product remained unchanged. Contact SEI immediately if any discrepancies are noticed.
	19. Perform tests in accordance with laboratory procedures and the submitted standard. Testing shall only begin after authorization is received from SEI (i.e., SEI Submittal Report).
	20. When testing is completed and compliant, fill out the lab portion of the Submittal Report and either: 1) email the signed submittal and test report to SEI or 2) place it on the designated, secure website for SEI retrieval. A copy of the submittal is to be retained by the lab for its records.
	21. In the event of a nonconformance, notify the SEI participant and and SEI within 24 hours by fax or email. A complete written description of the noncompliance shall be provided to SEI within 48 hours.
SEI:	22. Email to SEI participant/manufacturer and quality auditor a copy of the formal noncompliance notification, which contains a full description of the noncompliant results reported by the lab.
SEI Participant/ Manufacturer:	23. Isolate any possible affected product in stock. Take immediate action to investigate the nonconformance, determine the cause(s) and recommend corrective and/ or preventative actions to ensure the nonconformance will not recur. See *Section 10: Product Testing* and *Section 15: Nonconformance/ Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products.*
	24. Submit documentation of investigation results, clarifying the cause of the nonconformance and corrective actions taken (if any), to SEI for authorization to resubmit for testing. Product shall be submitted within 60 days, unless alternative arrangements are made and confirmed by SEI.
SEI:	25. Review the documentation/ rationale as received from SEI participant/manufacturer for approval. If appropriate, authorize resubmission for testing.
	26. Ensure that the Quality Assurance Auditor receives all correspondence pertaining to the problem including corrective and preventative actions.
SEI Participant/ Manufacturer:	27. Upon authorization, and as directed by SEI, resubmit the product for testing. In the event of further and repeated nonconformance, return to Activity 24 and repeat

	the process. In the event of a third nonconformance of the same test for an SEI-certified product, further action may be necessary as discussed by the SEI participant/manufacturer and SEI.
	28. Ensure that all recommended and authorized corrective and/ or preventative actions have been thoroughly implemented and properly documented.
Quality Auditor:	29. Verify that corrective and preventative actions described by the SEI participant/manufacturer have been effectively implemented and that related specifications, methods, procedures and systems have been properly modified (where necessary). Ensure that all documentation is complete and current.
	30. Document the audit verification findings to SEI and the SEI participant/manufacturer in periodic audit reports.
SEI Participant/ Manufacturer:	31. Review audit report findings and respond in the required timeframe, maximum of six weeks (see *Section 11: Quality Assurance*).
SEI:	32. Upon completion of testing with compliant results, and if all other SEI requirements have been met and are current, issue a certification letter to the SEI participant/manufacturer and email a copy to the quality auditor.

9.2 SEI Sample Selection

A. The SEI Sample Selection Form (SSF) (*see Section 9.A)* or Test Matrix shall be completed by SEI prior to quality assurance audits of SEI participant/manufacturer facilities.

B. SEI shall be notified by the auditor as soon as possible after the audit is scheduled so that the Sample Selection Form or Test Matrix can be generated.

C. Within one week of audit notification by the auditor, SEI shall prepare the Sample Selection Form or Test Matrix and send a copy to the participant and quality auditor. This is to allow the SEI participant/ manufacturer ample time to prepare sample lots.

D. Upon receipt of the Sample Selection Form or Test Matrix by the auditor and the Participant, a review of the information shall be conducted by each. If changes to the completed Sample Selection Form or Test Matrix are necessary, SEI shall be notified by the auditor or Participant prior to the audit so that any changes may be discussed and approved by SEI in writing.

E. If, during the audit, it is deemed that changes to the Sample Selection Form or Test Matrix are necessary, the SEI quality assurance auditor and Participant shall contact SEI for approval. In the event this occurs, SEI shall provide a revised Sample Selection Form or Test Matrix to the auditor and the Participant via email or FAX prior to sample selection. Where unforeseen conditions prevent SEI from issuing a revised Sample Selection Form or Test Matrix before sample selection, it shall be (so) reflected in the audit report. The participant shall develop a procedure to ensure this does not reoccur.

9. A - Sample Selection Form (Excel version available at SEI)

Auditors: Please email SEI to confirm designated lab, signed and sealed cartons.

Check Designated Laboratory Below:

√	Laboratory	Street Address	City, State, Zip
	ArcWear	13113 Eastpoint Park Blvd, Ste E	Louisville, KY 40223
	Bureau Veritas	22345 Roethel Drive	Novi, MI 48375
	Chesapeake (NTS)	4603B Compass Point Rd.	Belcamp, MD 21017
	COLTS Laboratories	702 Stevens Ave.	Oldsmar, FL 34677
	Eurofins EAG Materials Science	2672 Metro Blvd.	Maryland Heights, MO 63043
	ICS Laboratories, Inc.	1072 Industrial Parkway North	Brunswick, Ohio 44212
	Intertek	3933 US Route 11	Cortland, NY 13045
	INSPEC (UK)	56 Leslie Hough Way, Salford	Greater Manchester M6 6AJ, UK
	INSPEC (China)	No. 8 Jin Yang East Road, Lu Jia Zhen	Kunshan City, Jiangsu Province 215331, PR China
	Southern Impact Research Center (SIRC)	304 Dunavant Drive	Rockford, TN 37853

Participant:	**Date:**
Address:	**Revision:**
	SEI Rep:
	SEI Contact Telephone:
	Participant Contact Telephone/email:
Contact(s):	**Date Sent:**

(Participant) certifies that the lots/samples selected in accordance with the SEI Sample Selection Form have not been subjected to any inspections or tests beyond what is done for normal production and no changes have been made to the product since the most recent certification letter was issued.

_____ **(Signature of Company Rep/Contact)**

_____ **(Auditor) verifies samples were selected from inventory manufactured within the past nine months by initialing the column to the left.**

SEI Reference Number/ Standard	Brand Name	Model #	Sample Requirements: # Need	Unit	Description	Selected √

Selected From a Minimum Lot Size: _____ 3X the same size, (if not possible, contact SEI prior to audit.)

9.B - Sample Selection Shipping Insert Forms

Shipping Instructions: Please complete labels, cut apart, and insert one in each box

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SAMPLES FOR SEI ANNUAL RECERTIFICATION TESTING

Participant: _____

Boxes: _____of _____

SAMPLES FOR SEI ANNUAL RECERTIFICATION TESTING

Participant: _____

Boxes: _____of _____

SAMPLES FOR SEI ANNUAL RECERTIFICATION TESTING

Participant: _____

Boxes: _____of _____

SAMPLES FOR SEI ANNUAL RECERTIFICATION TESTING

Participant: _____

Boxes: _____of _____

10.0 Product Testing

These procedures apply to all tests performed by the Testing Laboratory pursuant to the latest revision/edition of the applicable standard(s), including initial testing, periodic testing and annual certification testing. Test reports, once provided to SEI by the test laboratory, become property of SEI and are used for the purpose of issuing certification.

10.1 Procedures

A. Initial testing refers to the testing performed by the Testing Laboratory of:
   1. a product model that has not been previously certified under the SEI program,
   2. a model that has been changed in a manner such that it may affect the model's fitness in any way (Class I changes are described in *Section 14: Product Changes* of this manual), or
   3. a model that is being tested to a revised standard.

   Testing of product models submitted for initial certification shall be completed within twelve (12) months from submission. Exceptions to this policy shall be discussed with SEI on a case-by-case basis.

B. Periodic testing refers to the testing performed by the Testing Laboratory of certain product models selected by the Quality Assurance Auditor during the six (6) month or one (1) year surveillance audit.

C. Annual certification testing refers to the testing performed by the Testing Laboratory of all product models qualified under the SEI program for all attributes and variables, as specified for each program in which the manufacturer participates. This testing shall be conducted by the Testing Laboratory on an annual basis, except when an exemption is granted to the manufacturer by SEI (see 8.0 (C)). Certain programs may require that certification testing be conducted at intervals other than annually, and/or may require more or less extensive testing. Those decisions are made by the Committee on Certification Programs (CCP) and are announced at the initiation of a program. Wherever possible, product for annual certification testing will be selected by the Quality Assurance Auditor.

   Expenses incurred in the shipping and testing of products shall be borne by the manufacturer.

D. Final design models having some components which may have been run on temporary tooling may be tested during initial certification testing. Later confirmation with products run on production tooling will be required.

E. Submission of product by the manufacturer to the testing laboratory for initial testing or receipt of product selected during an audit shall be deemed by SEI as the Testing Laboratory's authorization to begin testing, as long as the Testing Laboratory has in its possession the SEI issued SEI Submittal Report that corresponds to the samples.

F. Testing shall be conducted at the Testing Laboratory. Should there be an extenuating circumstance for a particular testing need, SEI shall provide specific authorization in writing to the Testing Laboratory for competent laboratory personnel to conduct the testing at the manufacturer's facility in accordance with the testing laboratory internal procedures.

G. The manufacturer will be permitted to witness the test(s) at the Testing Laboratory but will not be allowed to interfere or otherwise interrupt the test(s).

H. Manufacturers who wish to witness testing of their products should notify the Testing Laboratory when samples are submitted. The Testing Laboratory will then contact the manufacturer to notify them of the test date(s).

I. An expedited testing schedule may be arranged if the Testing Laboratory agrees that testing can be expedited without disruption of tests scheduled for other participating manufacturers.

J. In the event that the product fails any test:

    1. The Testing Laboratory will notify SEI by email within twenty-four (24) hours. SEI will also notify the participant of the noncompliance by email within seventy-two (72) hours of receipt of the noncompliance.
    2. For annual certification testing, the manufacturer must report to SEI its analysis of what caused the failure and what corrective action the manufacturer will take within five (5) working days. In some cases, five (5) days will be insufficient time to conduct such an investigation. In this case, participants should respond in writing to SEI informing SEI of the steps being taken to investigate the noncompliance and the estimate as to when the investigation will be complete. See *Section 15: Nonconformance/Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products* for further requirements.
    3. The manufacturer and SEI must agree upon a date by which the company will resubmit products for testing. However, in the case of a non-conformance during annual certification testing, the period for corrective action and submittal of product for retesting shall be no longer than sixty (60) days. Exceptions to this policy shall be discussed with SEI on a case-by-case basis. If reduced sample requirements are in effect, SEI shall revert to initial sample requirements for retesting.
    4. SEI will provide the Quality Assurance Auditor with informational copies of the manufacturer's report of its analysis of the cause and recommended corrective action(s); as well as the SEI correspondence authorizing resubmittal of the product for repeat testing.

K. The Testing Laboratory will notify the manufacturer of complete test results within fifteen (15) working days after initial, periodic or annual certification testing and within five (5) working days after a retest. Such notice shall be accompanied by all pertinent test data or findings.

L. At the time notice is provided to the manufacturer, the Testing Laboratory shall also provide SEI with the same information.

M. In reporting nonconformance results following periodic or annual certification testing, the Testing Laboratory shall list all noncompliances as they occur on the Noncompliance History matrix provided on the last page of the SEI Submittal Report. If the noncompliance occurs during annual certification testing, the AQL category code is to be completed stating whether the product model nonconformance is considered (1) Critical, (2) Major A, (3) Major B or (4) Minor, as those terms are defined in *Section 15: Nonconformance/Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products* of this Manual. Once the laboratory receives a retest authorization from SEI, the retest may be conducted and the date and results of the retest recorded on the Noncompliance History matrix. The laboratory will list any subsequent noncompliances experienced during the testing authorized by that submittal. When testing has been completed and is compliant, the bottom portion of the last page of the submittal report shall be completed by the laboratory and a copy shall be sent to SEI via email with the test report.

N. In the event that the product fails any test or retest, the manufacturer may appeal the test results, as outlined in *Section 19: Complaints & Appeals* of this Manual, based on one or more of the following three reasons:
    1. The Testing Laboratory conducted the wrong test;
    2. The Testing Laboratory conducted the right test incorrectly; or
    3. The Testing Laboratory misinterpreted the test results.

O. Any product models which fail the test, following the Appeals Board procedure denying certification or withdrawing certification, are subject to complete resubmission under the SEI program.

P. Except as stated above and necessary to participate in the SEI appeals process, the Testing Laboratory will maintain the confidentiality of all tests results, findings and product specifications; however, in response to a subpoena, court order of other compulsory process, the manufacturer will be given at least ten (10) days advance notice whenever possible before such information is released to any third party.

Q. Consistent with paragraph K (2) above, the Testing Laboratory shall attempt to resolve discrepancies in testing data on a confidential basis with the individual manufacturer, informally and expeditiously whenever possible, without compromising the requirements of the standard and the integrity of the SEI Certification Program.

R. The testing laboratory shall either return to the manufacturer or destroy all test samples in accordance with the instructions on the SEI Submittal Report. All shipping expenses shall be borne by the manufacturer. There may be an environmental fee charged by the laboratory for destruction/ disposal of samples.

10.2 Acceptance of Test Results Produced During Developmental Testing

In general, SEI will not accept test results which were produced as a result of manufacturer commissioned developmental testing. SEI will however, under extenuating circumstances, consider accepting developmental testing, provided the following documentation is submitted in writing by the manufacturer:

A. The manufacturer shall detail the extenuating circumstances which SEI is to consider in its decision to grant or deny the request to utilize developmental test results.
B. The manufacturer shall provide 1) an outline of the developmental tests which are to be conducted and 2) the name of SEI contract test laboratory where the developmental testing will be undertaken.
C. The manufacturer shall provide the details of the product and/ or the change(s)/ revision(s) to the product that were required to meet the performance criteria outlined in the standard to which the product will be certified.
D. The manufacturer shall not proceed with developmental testing until permission is granted, **in writing**, to the manufacturer by SEI.

If the utilization of manufacturer commissioned developmental test results is granted, SEI must receive the developmental test results (in the form of a test report), along with any required submittal documentation or investigation documentation within six (6) months of the completion of testing. Additionally, test data must have been generated within this six (6) month time interval in order to be considered by SEI.

The manufacturer must also submit a final summary which documents all changes that may have been made to the product during developmental testing, to meet the performance requirements of the standard.

Under no circumstances will SEI accept for certification, a complete test report where all of the test results were produced from developmental testing.

11.0 Quality Assurance

The procedures described are applicable to conducting Quality Audits of a manufacturer's systems, processes and practices used in the design, manufacture, distribution and complaint handling of safety equipment. They include critical suppliers to a manufacturer, when deemed necessary by SEI. These procedures are used:

A. when a manufacturer applies to SEI for certification of specific products, and
B. for continuation of certification.

11.1 Purpose/ Objective

The purpose of the SEI Quality Audit is to determine the adequacy of a manufacturer's Quality Management System and assure that product continues to meet applicable performance standards. The approach taken in auditing is to audit for the prevention of problems and not just detection. It is aimed at continuous improvement. Therefore, systems for both prevention and detection will be audited. Audits of product are included as a part of the overall audit scope. The SEI Quality Audit shall also provide the manufacturer with information on deficiencies in their Quality Management System.

11.2 Audit Scope

The Quality Audits are of the following types:

11.2.1 Initial Audit

The initial audit of a manufacturer's Quality Management System that has not been previously approved under the SEI Certification program is conducted by the SEI Quality Auditor prior to issuing product certification.

11.2.2 Surveillance Audit

Surveillance audits are conducted by the SEI Quality Auditor to assure continued meeting of Quality Management System requirements for certification. The first surveillance audit may be conducted approximately six (6) months after the date of the initial audit. The second surveillance audit may be conducted approximately six (6) months after the date of the first surveillance audit. After the second surveillance audit, with approval of SEI staff and the Quality Auditor, the frequency of surveillance audits may be changed to one (1) per year if there are no Major Non-Conformities (see *Section 11.11: Audit Evaluation Categories* of this manual for definitions). Audit frequency requirements that are stated in the standard or certification program requirements (scheme) shall take precedence.

A surveillance audit could be scheduled at any time when either the initial or surveillance audit reveals a deficiency requiring confirmed correction for initial or continuing certification. This audit is primarily directed at the effectiveness of corrective or preventative action on audit deficiencies, but is not limited to that evaluation. It may be used when the manufacturing location has changed, in the time surrounding a recall, during a complaint or product hazard investigation. Circumstances will be evaluated in each instance.

11.2.3 Critical Supplier Audit

An audit of a supplier where SEI has determined that said supplier (to a manufacturer) performs a critical role in the manufacture of a certified product. This critical role can range from the manufacture of a critical component or components, to the manufacturer of a near completed certified product. A supplier audit can be either an initial audit or a surveillance audit (as noted in Section 11.2.1 and 11.2.2, respectively). Where SEI has determined that a supplier audit is necessary, the initial audit of the supplier shall be conducted by the SEI Quality Auditor prior to SEI issuing product certification.

11.3 General Statement - Nature of Quality Management System

No two Quality Management Systems will or should be the same. Meaning, there is no single organizational structure or Quality Management System design, which would be designated as the correct one for all companies and products have an impact. However, there are certain principles, which are the basis for determining the ongoing effectiveness of a Quality Management System. The SEI Quality Auditor, in evaluating a Quality Management System, determines the extent to which these principles are met in the design, implementation and documentation of the system. The system must also be dynamic (i.e., it must be capable of changing to accommodate changes in products, technology, economic and manufacturing environments).

11.4 Audit Checklist

SEI Quality Auditors shall use the Audit Checklists to assure a consistent basis for evaluation. The SEI Quality Auditor shall use the checklist, but is not limited to the stated questions. The various items, representing elements of the Quality Management System, shall be marked as:

- “A” (Adequate - no action is required),
- “OBS” (Observation - may be positive or negative) or
- “NC” or (Non-conformity - unacceptable as-is).

Action must be completed before the quality system is approved. When NC is marked, a narrative shall describe the non-conformity and the observed or potential problem resulting from the non-conformity.

Nonconformities shall be designated as “minor” or “major” per the definitions in *Section 11.11: Audit Evaluation Categories* of this manual.

There is the potential that a given question or set of questions might not be applicable to a particular product or manufacturing environment. If, in the judgment of the SEI Quality Auditor, a question is not applicable, it shall be marked “NA.” If an item is not examined, it shall be marked “NE.”

11.5 Role of the SEI Quality Auditor

The primary role of the SEI Quality Auditor is to recommend to SEI that the Quality Management System of a manufacturing facility (for either the manufacturer or critical supplier) is either adequate (pass), or is not adequate (fail). The primary criterion for the determination of adequacy is that no element of the system is marked “NC-Major” (see 11.11.3 for definition). Another role of the auditor is to supply the audited facility with information needed for assuring that the Quality Management System:

A. Fully complies with acceptable standards for an appropriate Quality Management System.
B. Is a viable system for effective economic control of quality.

11.6 Audit Agenda

The performance of an audit, if it is to be effective, requires that the SEI Quality Auditor talk to people, review processes, practices, documents and records, and report findings and recommendation to the company and SEI. The typical audit agenda sequence to be followed is:

A. Conduct introduction meeting with company representatives;
B. Review current listing of SEI certified product models (including any private label models) and product documentation *(see Section 11.9: SEI Quality Management System Requirements, Product/ SEI Specific*);
C. Conduct a guided “walk-through” tour of facilities;
D. Audit the Quality Management System including product related activities;
E. Review prior corrective actions, if applicable, for continuing implementation;
F. Report audit results at exit meeting.

11.7 Audit Sequence

A. The introduction meeting is to:

    1) Provide an initial meeting with the SEI Quality Auditor(s), accompanying persons and company representatives to open lines of communication and establish roles and responsibilities;
    2) Inform company representatives of the audit procedures and requirements;

3) Answer questions that company representatives might have concerning the audit, including anticipated time on-site;
4) Provide the SEI Quality Auditor(s) with necessary access to facilities, pertinent documents and records, and personnel; and
5) Establish a mutual agreement and understanding on the objectives and conduct of the audit.

B. As the audit progresses the auditor shall ensure that the manufacturer's quality representative understands any documented NC.
C. At the conclusion of the audit activities, the quality auditor shall complete the Audit Checklist. For each requirement assigned a rating of "A" (Adequate), this area is deemed adequate. No action is required. One or more "NC's- Major" is cause for failure.
D. An exit meeting shall be conducted. The audit results shall be presented at this meeting. Any "NC's" shall be covered in detail. The facility shall be given a rating of pass, fail or conditional upon completion of actions. The exit meeting is to report audit findings to company representatives, answer questions, obtain commitment on any action required and the timing of completion, normally four (4) weeks, and to establish any re-audit needs for "NC's-Major" and dates.

11.8 Definition of Terms

Terms used in the administration of a Quality Management System shall be in accordance with reference document, *ISO 9000 2015 - Fundamentals and Vocabulary.*

11.9 SEI Quality Management System Requirements

For surveillance audits where the manufacturer or supplier holds an ISO 9001-2008 or ISO 9001-2015 *Quality management systems – Requirements* registration, the SEI Quality Auditor shall perform a defined audit, which includes a limited review of the manufacturer's or supplier's Quality Management System. The SEI audit will focus on the certified product specific elements, including a review of the currency of the ISO registration, and the overall functioning of the system. In such instances, the minimum audit plan shall include a review of the ISO Certificate, the last two (2) audit reports issued by the ISO Registrar/ Certification Body and corrective action close out report, where applicable.

Additionally, the audit shall include a review of the following:

	Requirements	**11.10 Reference**
1)	Any major issues or changes to company's operation, management system or scope since previous visit	B, D & H
2)	Design procedures related to certified product	E

3)	Control of Standards	F. 3 & 4
4)	Review current revisions to policy, manual, procedures	F. 6 & 7
5)	Control of purchased materials and components	G
6)	Inspection and testing of raw materials/ components	L
7)	In-process inspection and testing	L
8)	Finished product testing to confirm continued compliance with referenced performance standard	L
9)	Calibration of inspection and test equipment	M
10)	Control of sub-contract testing laboratories (if applicable)	M
11)	Review corrective action(s) from previous SEI audit and/or annual certification testing nonconformities	O. 1
12)	View latest management review minutes	O. 2.4
13)	Complaint Records and appropriate Corrective Actions (+) Return Records (+)	O. 1
14)	New certified products or design changes	O. 2
15)	View random internal audit records covering the period since last SEI audit	Q
16)	Training of Inspection and Test Personnel	R
17)	Recall Policy (+)	T
18)	Any recall of SEI product? (+)	T
19)	Use of the SEI Certification Mark	U
20)	Product Marking	U

(+) Not Applicable to Supplier Audits.

11.10 Quality System Requirements applicable to all Manufacturers and considered as part of the SEI audit plan.

Note 1: Items A through U shall apply to both Manufacturers and Suppliers, except as specifically noted within any item.

Note 2: Terminology highlighted in parentheses are ISO 9001: 2015 equivalent terminology and have been added for reference purposes only for those participants transitioning from ISO 9001:2008 to ISO 9001:2015.

Note 3: Relevant documentation shall be made available to the auditor for review in English.

A. Management Responsibility

Quality Policy (Policy)- The manufacturer's management with executive responsibility shall define and document its policy for quality, including objectives for quality and its commitment to quality. The quality policy shall be relevant to the manufacturer's organizational goals and the expectations

and needs of its customers. Management shall ensure that this is understood, implemented, and maintained at all levels of the organization.

B. Organization Chart (Organizational Roles, Responsibilities and Authorities)

The manufacturer shall have an organization chart depicting responsibility and reporting authority for all departments within the company.

C. Quality Manager (Leadership Team)

The quality manager or position within the company with overall responsibility for quality shall be specified.

D. Quality Management System (Documented Information)

1. Quality Manual - The manufacturer shall establish, document, and maintain a Quality Management System as a means of ensuring that product conforms to specified requirements. The manufacturer shall also prepare a quality manual. The quality manual shall include or make reference to the quality-system procedures and outline the structure of the documentation used in the Quality Management System.

2. Quality Management System Procedures - The range and detail of the procedures that form part of the Quality Management System depend on the complexity of the product design, the processes, and the methods used, and the skills and training needed by personnel involved in carrying out the activity.

3. Quality Planning (**Quality Objectives and Planning to Achieve Them. Planning of Changes)**- Quality planning shall be consistent with all other requirements of a manufacturer's Quality Management System and shall be documented in a format to suit the manufacturer's method of operation for each certified product category. Companies shall have a process flow chart or description of the major steps from receiving inspection to production, final product inspections and shipping. The quality plan shall be a controlled document and be covered by *Section 11.10 F Document Control* of this manual.

E. Design Control and Change (Design and Development Changes)

The manufacturer shall establish and maintain documented procedures to control and verify the design of the product to ensure that the specified requirements are met. All design changes and modifications shall be identified, documented, reviewed, and approved by authorized personnel before their implementation. Records of changes and the reasons for the change shall be kept. Additionally, the manufacturer's documented procedures to control and verify the design of the product shall also include a requirement to notify SEI prior to design changes being implemented. See *Section 14.2: Product Changes, Design Changes and Modifications* and *Section 14.3: Product Changes, SEI Certification Approval* of this manual for SEI approval process for Class I and Class II product changes.

F. Document Control (Documented Information)

Documents required by the Quality Management System shall be controlled. Records are a special type of document and shall be controlled. A documented procedure shall be established to define the controls needed to:

1) Approve documents for adequacy prior to issue;
2) Review and update as necessary and re-approve documents;
3) Ensure that changes and the current revision status of documents are identified;
4) Ensure that relevant versions of applicable documents are available at points of use;
5) Ensure that documents remain legible and readily identifiable;
6) Ensure that documents of external origin are identified, maintained and their distribution controlled, (e.g., standards, SEI Certification Program Manual(s), customer documents, etc.)
7) Ensure that Section 11.0, *Quality Assurance*, of this manual is provided to all supplier(s) deemed as "critical" per 11.2.3 and;
8) Prevent the unintended use of obsolete documents and to apply suitable identification to them if they are retained for any purpose and;
9) Ensure SEI is notified when major updates are made to the Quality Management System.

G. Purchasing (Control of Externally Provided Products and Services)

1. Purchasing process - The manufacturer shall ensure that purchased product or materials conform to specified purchase requirements. The type and extent of control applied to the supplier and the purchased product shall be dependent upon the effect of the purchased product on subsequent product realization or the final product. The manufacturer shall ensure that their supplier formulation or materials, and manufacturing process, do not alter the performance characteristics of the materials or components. The manufacturer shall evaluate and select suppliers based on their ability to supply product in accordance with the manufacturer's requirements. Criteria for selection, evaluation and re-evaluation shall be established.

Records of the results of evaluations and any necessary actions arising from the evaluation shall be maintained. This is especially important for components that are designated critical to the manufacturing process. Those supplier(s) of critical materials and/ or components may also be audited by the SEI Quality Auditor, on a periodic basis, as determined by SEI. Suppliers shall be monitored and/ or audited at a frequency to assure continuing compliance to the critical requirements. Supplier audit reports and follow-up documentation shall be available for review by the SEI Quality Auditor during audits.

In the event it became necessary, supplier audits may be conducted by an SEI Quality Auditor, regardless of location (e.g., recall of product, complaint or product hazard investigation, repeated quality assurance surveillance audits or testing noncompliances).

2. Purchasing Information - Purchasing information shall describe the product to be purchased, including where appropriate:

1) Requirements for approval of product, procedures, process and equipment;
2) Requirements for qualification of personnel and;
3) Quality Management System requirements

The manufacturer shall ensure the adequacy of specified purchase requirements prior to their communication to the supplier.

Examples of assurances from suppliers could include:

- Certificate of Compliance: A statement from the supplier that the component complies with specifications or published technical standard.
- Certificate of Test or Analysis: A document provided by the supplier, which has actual final inspection data. This is preferred over the Certificate of Compliance.
- Certificate of Process Controls: This document is the preferred assurance as it provides the actual control charts used at each critical point of process.

H. Infrastructure

The manufacturer shall determine, provide and maintain the infrastructure needed to achieve conformity to product requirements. Infrastructure includes, as applicable:

1) Buildings, workspace and associated utilities;
2) Process equipment (both hardware and software);
3) Supporting services (such as transport or communication)

I. Product Traceability (Identification and Traceability)

The manufacturer shall establish and maintain documented procedures for uniquely identifying a product, or batch of products, by suitable means from receipt of raw materials or components and through all stages of production (including equipment and/or employees and delivery). Product traceability to finished inspection and test records shall also be maintained.

J. Process Control (Control of Production and Service Provision)

Control of Production and Service Provision - The manufacturer shall plan and carry out production and service provision under controlled conditions. Controlled conditions shall include, as applicable:

1) Availability of information that describes the characteristics of the products;
2) Availability of work instructions, as necessary;
3) Use of suitable equipment;
4) Maintenance of equipment;
5) Availability and use of monitoring and measuring devices;
6) Implementation of monitoring and measurement and;
7) Implementation of release, delivery and post-delivery activities.

Validation of processes for production and service provision - The manufacturer shall validate any processes for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement. This includes any process where deficiencies become apparent only after the product is in use or the service has been delivered.

Validation shall demonstrate the ability of these processes to achieve planned results. The manufacturer shall establish arrangements for these processes including, as applicable:

1) Defined criteria for review and approval of the processes;
2) Approval of equipment and qualification of personnel;
3) Use of specific methods and procedures;
4) Requirements for record;
5) Revalidation

K. Preservation of Product (Preservation)

The manufacturer shall preserve the conformity of product during internal processing and delivery to the intended destination. This preservation shall include identification, handling, packaging, storage and protection. Preservation shall also apply to the constituent parts of a product.

L. Inspection and Testing (Release of Product and Services)

In order to verify that the specified requirements for the product are met, the manufacturer shall establish and maintain documented procedures for inspection and testing, including lot/ batch testing and regular testing of finished products against those sections of the reference standard or comparable alternative specified by the participating manufacturer in accordance with their documented procedures. Procedure shall include the activities for:

1) Receiving inspection and testing;
2) In process inspection and testing;
3) Final inspection and testing

The manufacturer shall be proactive and demonstrate the effectiveness of their inspection and testing procedure. The amount of inspection and frequency of testing shall take into account the degree of process controls exercised during production. The required inspection and testing, the records to be established and retention period, shall be detailed in the quality plan or documented procedures. The process shall be monitored and rate of sampling substantiated.

M. Control of Inspection, Measuring and Testing Equipment (monitoring and measuring Resources)

The manufacturer shall establish and maintain documented procedures to control, calibrate, and maintain inspection, measuring, and test equipment (including test software) used by the manufacturer to demonstrate the conformance of product or material to the specified requirements. Inspection, measuring, and test equipment shall be 1) calibrated with results traceable to a recognized national source and 2) used in a manner, which ensures that measurements are observed and recorded within the required measurement capability of the test equipment. Uncertainty measurements are not required.

Where test software or comparative references such as test hardware are used as suitable forms of inspection, they shall be checked to prove that they are capable of verifying the acceptability of product, prior to release for use during production, installation, or servicing, and shall be rechecked at prescribed intervals. The manufacturer shall establish the extent and frequency of such checks and shall maintain records as evidence of control. Where the availability of technical data pertaining to the measurement equipment is a specified requirement, such data shall be made available, when required by the customer or customer's representative, for verification that the measuring equipment is functionally adequate. Traceability to national standards shall be specified.

N. Control of Non-Conforming Product (Control of Nonconforming Process Outputs)

The manufacturer shall establish and maintain documented procedures to ensure that product which does not conform to specified requirements is prevented from unintended use or installation. This control shall provide for identification, documentation, evaluation, segregation (when practical), disposition of nonconforming product, and for notification to the functions concerned.

O. Complaints and Corrective & Preventative Action (Actions to Address Risks and Opportunities) (*does not apply to Suppliers*)

The manufacturer shall establish and maintain documented procedures including recordkeeping for complaints and corrective & preventative actions. Any corrective or preventative action taken to eliminate the causes of actual or potential non-conformities or the recurrence of problems shall be to a degree appropriate to the magnitude of problems and commensurate with the risks encountered.

The manufacturer shall implement and record any changes to the documented procedures resulting from corrective and preventative action and/or complaints.

Corrective Action - The procedures for corrective action shall include:

1) Investigation and the effective handling of customer complaints, test failures and reports of product nonconformities from any part of the system including quality audit findings;
2) Investigation of the cause of nonconformities relating to product or materials, process, and Quality Management System, and recording the results of the investigation;
3) Determination of the corrective action needed to eliminate the cause of nonconformities;
4) Application of controls to ensure that corrective action is taken and that it is effective, and;
5) All relevant records shall be maintained (see section P: Control of Quality Records).

Preventative Action - The procedures for preventative action shall include:

1) The use of appropriate sources of information such as processes and work operations which affect product quality, concessions, audit results, quality records, service reports, and customer complaints to detect, analyze, and eliminate potential causes of nonconformities or prevent recurrence of a problem;
2) Determination of the steps needed to deal with any problems requiring preventative action;
3) Initiation of preventative action and application of controls to ensure that it is effective; and;
4) Ensuring that relevant information on actions taken is submitted for management review
5) All relevant records shall be maintained (see section P: Control of Quality Records).

P. Control of Quality Records (Documented Information)

Records shall be established and maintained to provide evidence of conformity to requirements and of the effective operation of the Quality Management System. Records shall remain legible, readily identifiable and retrievable. A documented procedure shall be established to define the controls needed for the identification, storage, protection, retrieval, retention time and disposition of records in accordance with internal risk management or legal requirements.

Q. Internal Quality Audits

The manufacturer shall establish and maintain documented procedures for planning and implementing internal quality audits. These procedures shall verify whether quality activities and related results comply with planned arrangements, SEI program requirements and the system established by the manufacturer. The audits shall determine the effectiveness of the Quality Management System.

Internal quality audits shall be scheduled on the basis of the status and importance of the activity to be audited and, whenever possible, shall be carried out by personnel independent of those having direct responsibility for the activity being audited.

Product audits

Those activities critical to conformance of the certified product to the applicable performance standard shall be audited.

The results of the audits shall be recorded and brought to the attention of the personnel having responsibility in the area audited. The management personnel responsible for the area shall take timely corrective action on deficiencies found during the audit. Follow-up audit activities shall verify and record the implementation and effectiveness of the corrective action(s) taken.

R. Training (Resources – People)

The manufacturer shall establish and maintain documented procedures for identifying training needs and provide for the training of all personnel performing activities affecting quality. The training shall document skill needs by job classification, the planned date for the training, and the date of actual training. Personnel performing specific assigned tasks shall be qualified on the basis of appropriate education, training and/ or experience, as required. Appropriate records of training shall be maintained.

S. Distribution (Control of Production and Service Provision)

The Quality Management System shall have procedures to ensure that only approved products are shipped and that packaging methods and materials provide the proper level of protection for proper storage and shipment of completed product and replacement parts.

T. Recall (Control of Nonconforming Process Outputs) (*does not apply to Suppliers*)

The manufacturer shall establish and maintain documented procedures for a recall in accordance with *Section 18: Recall Procedures* of this manual.

U. SEI Certification Mark

The manufacturer shall use the SEI logo in accordance with *Section 17: Use of SEI Certification Mark* of this manual.

V. QC/QA Protocol (NOCSAE participants only)

SEI participants participating in certification programs for NOCSAE standards shall have a quality control plan in place for each product category they manufacture. The participant and any supplier location shall be able to provide evidence that the quality control plan meets the NOCSAE QC/QA

protocol requirements (see Section 30: NOCSAE Athletic Equipment Program).

11.11 Audit Evaluation Categories

11.11.1 Adequate ("A")

Manufacturer generally complies with the requirement in all areas with minor departures from good practice. This rating is representative of a good ongoing quality program.

11.11.2 Nonconformity - Minor ("NC - Minor")

A single quality management system failure or a lapse in conformance with a requirement that does not show the absence or complete breakdown of an element of the quality management system. Correction of the nonconformity is required before the quality system is approved and written evidence to be supplied within the agreed time scale, normally four (4) weeks. An additional surveillance audit is not required. Verification will occur at the next quality audit.

11.11.3 Nonconformity - Major ("NC - Major")

The absence of or complete breakdown of a management element specified in the quality system or a nonconformance that would result in failure of the quality system or a nonconformance that would result in a failure of the quality management system or reduce the systems' ability to assure controlled processes. Remedial action is required before the quality program is considered approved. Correction is mandatory within the agreed time scale and a surveillance audit is required. Failure to take appropriate action will prevent certification if the audit is an initial audit, or this rating may be used as a basis to withdraw a certification.

11.11.4 Observation

A finding not determined to be a nonconformance by which, in the opinion of the auditor, would be a quality, production or safety improvement.

12.0 Audit Practices

This procedure applies to all audits of Quality Management Systems performed by the SEI Quality Auditor in accordance with the requirements of the SEI Certification Program, including initial total system audits and surveillance audits.

12.1 Practices

A. Expenses incurred in the conduct of audits shall be borne by the SEI participant.
B. Prior to an initial audit, the new SEI participant shall make their quality manual available to the Quality Auditor for a review.
C. Prior to conducting any audits, the SEI Quality Auditor will plan the date in advance of the scheduled audit, and shall specify the date, time and name of individual(s) conducting the audit, and the plant location where applicable. For certification to NFPA standards, surveillance audits will be unannounced at six (6) month intervals.
D. The Quality Auditor shall survey the complete facility for all requirements. The complete facility shall be determined by physical location and/ or responsibility for quality management. For example, if the design group is in one location, the manufacturing/ assembly plant in another, the distribution center in another, key manufacturers elsewhere and complaint handling in still another location, all shall be surveyed by the SEI Quality Auditor. If acceptable to SEI, records may be brought to a central location for the SEI Quality Auditor to examine.
E. A separate checklist shall be completed for each factory involved, or variables between factories shall be clearly indicated on a single checklist.
F. The SEI participant will be permitted to witness any SEI Quality Audit on its premises but will not be allowed to interfere with or disrupt the audit.
G. During the annual surveillance audit, the SEI Quality Auditor shall select product models for annual recertification testing by the testing laboratory in accordance with *Section 9.2* of this manual. The SEI Quality Auditor shall select samples from current production after final inspection, or from company stock of product approved for shipment, and shall sign and date containers packed for shipment to the laboratory. The SEI Quality Auditor shall ensure that a copy of the SEI Sample Selection Form, Test Matrix or SEI Certification Submittal Form is placed in each container/ box to be shipped to the laboratory. The signed SEI Certification Submittal Form shall be sent by the SEI Participant to SEI headquarters for official action.
H. In the event the SEI Quality Auditor observes that the manufacturer's Quality Management System does not meet SEI requirements or that non-conformities are found, the SEI Quality Auditor shall document the specific problem(s) and state that corrective action is necessary in the exit meeting. The Quality Auditor shall recommend the need for an additional surveillance audit if needed. The SEI Quality Auditor may complete a report on site; however, the auditor shall report complete results of an audit to the SEI Participant and to SEI, within fifteen (15)

working days after the audit has been conducted. Completion time for all corrective action(s) shall be documented in the audit report.

I. The SEI Participant shall provide the necessary evidence of action completed to the Quality Auditor within the specified completion time, normally four (4) weeks. The details outlined on *page 4* of this section: *Responding to the SEI Nonconformity Report*, identify SEI instructions in this area. A sample Corrective Action Form is provided (See Form 12.1).

J. As a means of cost containment, SEI may periodically delegate audits to other qualified auditors approved by SEI. This is often the case for SEI Participants who have manufacturing plants outside North America.

K. Corrective actions shall be submitted to SEI Headquarters and the SEI Quality Auditor for review and approval.

L. The Quality Auditor shall confirm to SEI staff that the corrective action(s) submitted are complete and satisfactory pending a final verification during the next audit. Recall policies shall be sent directly to the SEI Technical Director for review and approval. To close out the outstanding actions from an audit, SEI will issue an acknowledgement of its acceptance of the corrective action(s) to the SEI Participant.

M. In the event the SEI Participant fails to provide appropriate corrective action(s) within the applicable time limits, the SEI Participant's management shall be notified by SEI in order to take the necessary steps to 1) achieve an accelerated completion of action from the SEI Participant's management or 2) withdraw or not issue the certification.

N. In the event that the SEI Quality Auditor recommends disapproval of the manufacturer's Quality Management System, the SEI Participant may appeal that decision to the Appeals Board as specified in *Section 19.0: Complaints & Appeals* of this manual.

12.2 Audits Outside North America

A. SEI participants who have manufacturing facilities outside of North America shall have those facilities audited on the regular SEI frequency by their assigned SEI Quality Auditor. All SEI Quality Auditors are trained and approved by SEI.

B. For economic reasons the majority of audits outside North America are performed by an auditor from the country or region in which the plant is located. This auditor is one who has been evaluated by SEI as qualified for the work to be done. SEI retains oversight authority for all "local" audits.

C. The initial audits are performed at each location associated with the certified product(s).

D. Surveillance audits are performed after the initial audit(s) to confirm the facility complies with the SEI quality assurance audit requirements.

E. The auditor shall keep SEI fully informed on quality audits, supplying full copies of his/ her report to both SEI and the manufacturing facility. The auditor states a "pass" or a "fail" recommendation

to SEI. SEI shares a copy of the manufacturing facility report to the SEI participant and the SEI auditor who performed the participant's headquarters audit. SEI staff reviews the audit report(s) and makes the final determination of acceptance.

F. During the annual surveillance audit, the auditor shall select, if applicable, the appropriate samples to be shipped to the testing laboratory for annual recertification testing.

Responding to the SEI Nonconformity Report

Nonconformities cited during your SEI audit shall be addressed and resolved through your formal Corrective Action Process. To promote ease and efficiency in SEI's review of your corrective action(s), we recommend the following structure for your response:

1) It is helpful to both SEI staff and the SEI Quality Auditor if each nonconformity is restated on a separate page with the corresponding corrective action explanation and objective evidence attached. A sample form is provided (See Form 12.1). It is acceptable to use your internal correction action form for your response to SEI.
2) Alternatively, nonconformity responses can be addressed in a cover letter with a clear indication as to where any corresponding supporting documentation/ attachments can be found in your cover letter enclosures.

Objective Evidence

Your corrective action shall start with an investigation to determine the root cause of the nonconformity. The corrective action response shall document the results of the root cause analysis and must include the objective evidence (e.g., procedures, training records, etc.) to indicate that the corrective action has been implemented/ completed to address the root cause. If addressing a deficiency in your Quality Manual, please do not send the entire manual. Send only a copy of the revised section(s) that specifically addresses the nonconformity.

Once the auditor and SEI staff have reviewed the response and have determined the supporting documentation to be complete, SEI will send you a corrective action close out letter.

Timing of Corrective Action Response

Please respond to the SEI Quality Audit Nonconformity Report within four (4) weeks after the date of the exit briefing. One copy of the corrective action response should be forwarded to SEI and one copy should be forwarded to the SEI auditor.

Observations may be written when the auditor questions a practice or procedure but there is not enough objective evidence to justify a nonconformity or the issue cannot be tied to certification requirements. Your company does not have to respond to observations in order for certification to be granted. However, the observations are part of the audit record and will be followed up by the SEI auditor at your next audit to determine if the observation(s) was addressed by your company.

13A Audit Checklist (For Information Purposes Only – Refer to Section 11.10 for actual requirement and its applicability. NOTE: Terminology in parentheses are ISO 9001:2015 equivalent terminology and have been added for reference purposes only for those participants transitioning from ISO 9001:2008 to ISO 9001:2015.)

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
A	Quality Policy (Policy) - documented - objectives included - all personnel aware - readily available		
B	Organization Chart (Organizational roles, responsibilities and authorities) - all depts. covered - controlled document		
C	Quality Manager (Leadership Team) - shall be specified or position w/ quality responsibility specified - defined responsibilities and authority		
D.1	Quality Manual (Documented Information) - controlled document - available - staff aware - distribution		
D.2	QMS Procedures (Documented information) - available procedures defined - controlled documents - referenced in manual		
D.3	Quality Planning (Quality objectives and planning to achieve them. Planning of changes) - general system described - specific plan available for all SEI certified product groups		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
E.1	Design Control and Verification (Design and Development) - design input - design output - reviews - verification - test records - drawings / specification Available		
E.2	Design Changes (Design and development changes) - record of change - testing - authorization of changes - SEI notification		
F	Document Control (Documented information) - approval and issue - distribution - identification of changes - retention of superseded documents - identification of controlled / uncontrolled documents. - control of external documents - SEI program manual available		
G.1	Supplier Control (Control of externally provided products and services) - selection criteria - re-evaluation - supplier audits (critical components)		
G.2	Purchasing Information (Control of externally provided products and services) - data clear on orders - order approval - certification specified		
H	Infrastructure (Infrastructure) - buildings and workspace - process equipment - services		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
I	Traceability (Identification and traceability) - identification / raw materials to delivered product - batch / lot identification - finished product traceable to inspection / test records		
J	Process Control (Control of production and service provision) - work instructions / procedures - reference samples - equipment maintenance - process monitoring / measuring - calibration of equipment - product preservation throughout the process - special processes / validation		
K	Preservation of Product (Preservation) - handling - storage - packing - protection - special conditions - delivery		
L	Inspection and Testing (Release of product and services) - methods - equipment - raw materials - production / process control - finished product - testing at specified regular intervals to confirm continued compliance with the reference standard(s) - MANDATORY - lot / batch testing		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
M.	Calibration (Monitoring and measuring resources) - equipment listed - equipment identification - calibration status - methods and records - calibration intervals - traceable to national standards - pass / fail criteria specified - tolerances - actions if equipment is found to be out of calibration		
N	Nonconforming Product (Control of nonconforming process outputs) - raw material to finished product - identification - segregation, if possible - review - disposal / rework - notification	`	
O.1	Corrective Action (Nonconformity and corrective action) - complaints, nonconforming reports, audit findings, inspection / test results. - investigation and analysis - identification of any required actions - implementation and effectiveness of agreed actions		
O.2	Preventative Action (Actions to address risks and opportunities) - identification of sources of information - analysis of data - initiation of preventive actions - monitoring / review of action to determine effectiveness		
P	Quality Records (Documented Information) - clear identification - easily retrieved - storage conditions - disposal		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
Q	Internal Audits (Internal audit) - program / schedule - independence - training - reports - timely corrective actions - effectiveness of actions - product audits - conformance with product standard		
R	Training (Resources – People) - induction - identification of training needs - qualification / competency - periodic review of training - records		
S	Distribution (Control of production and service provision) - product release authorization - adequate packaging - storage - shipment / delivery methods		
T	Product Recall (Control of nonconforming process outputs) - SEI approved procedure - controlled document - changes submitted to SEI - recall system used since previous audit		
U	Use of the SEI Logo* - logo seen on product - logo seen on labels / information / packaging - applied correctly - only applied to certified product		
V	QC/QA Protocols -Only applicable to NOCSAE participants (See Section 13B NOCSAE Audit Checklist)		
Samples selected* - samples selected as specified			
SEI Certification Letter(s)* - letter(s) available - certified models covered (incl. Private labeled models)			

*=Surveillance

13B NOCSAE Audit Checklist (For Information Purposes Only – Refer to Section 11.10 for actual requirement and its applicability. NOTE: Terminology in parentheses are ISO 9001:2015 equivalent terminology and have been added for reference purposes only for those participants transitioning from ISO 9001:2008 to ISO 9001:2015.)

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
A	Quality Policy (Policy) - documented - objectives included - all personnel aware - readily available		
B	Organization Chart (Organizational roles, responsibilities and authorities) - all depts. covered - controlled document		
C	Quality Manager (Leadership Team) - shall be specified or position w/ quality responsibility specified - defined responsibilities and authority		
D.1	Quality Manual (Documented Information) - controlled document - available - staff aware - distribution		
D.2	QMS Procedures (Documented information) - available procedures defined - controlled documents - referenced in manual		
D.3	Quality Planning (Quality objectives and planning to achieve them. Planning of changes) - general system described - specific plan available for all SEI certified product groups		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
E.1	Design Control and Verification (Design and Development) - design input - design output - reviews - verification - test records - drawings / specification Available -NOCSAE: Product Lifecycle (design changes)		
E.2	Design Changes (Design and development changes) - record of change - testing - authorization of changes - SEI notification		
F	Document Control (Documented information) - approval and issue - distribution - identification of changes - retention of superseded documents - identification of controlled / uncontrolled documents. - control of external documents - SEI program manual available		
G.1	Supplier Control (Control of externally provided products and services) - selection criteria - re-evaluation - supplier audits (critical components)		
G.2	Purchasing Information (Control of externally provided products and services) - data clear on orders - order approval - certification specified		
H	Infrastructure (Infrastructure) - buildings and workspace - process equipment - services		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
I	Traceability (Identification and traceability) - identification / raw materials to delivered product - batch / lot identification - finished product traceable to inspection / test records		
J	Process Control (Control of production and service provision) - work instructions / procedures - reference samples - equipment maintenance - process monitoring / measuring - calibration of equipment - product preservation throughout the process - special processes / validation		
K	Preservation of Product (Preservation) - handling - storage - packing - protection - special conditions - delivery		
L	Inspection and Testing (Release of product and services) - methods - equipment - raw materials - production / process control - finished product - testing at specified regular intervals to confirm continued compliance with the reference standard(s) - MANDATORY - lot / batch testing		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
M.	Calibration (Monitoring and measuring resources) - equipment listed - equipment identification - calibration status - methods and records - calibration intervals - traceable to national standards - pass / fail criteria specified - tolerances - actions if equipment is found to be out of calibration		
N	Nonconforming Product (Control of nonconforming process outputs) - raw material to finished product - identification - segregation, if possible - review - disposal / rework - notification	`	
O.1	Corrective Action (Nonconformity and corrective action) - complaints, nonconforming reports, audit findings, inspection / test results. - investigation and analysis - identification of any required actions - implementation and effectiveness of agreed actions		
O.2	Preventative Action (Actions to address risks and opportunities) - identification of sources of information - analysis of data - initiation of preventive actions - monitoring / review of action to determine effectiveness		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
P	Quality Records (Documented Information) - clear identification - easily retrieved - storage conditions - disposal -NOCSAE: Record Keeping shall be maintained as required in NOCSAE document ND001 Section 14.		
Q	Internal Audits (Internal audit) - program / schedule - independence - training - reports - timely corrective actions - effectiveness of actions - product audits - conformance with product standard		
R	Training (Resources – People) - induction - identification of training needs - qualification / competency - periodic review of training - records		
S	Distribution (Control of production and service provision) - product release authorization - adequate packaging - storage - shipment / delivery methods		
T	Product Recall (Control of nonconforming process outputs) - SEI approved procedure - controlled document - changes submitted to SEI - recall system used since previous audit		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
U	Use of the SEI Logo* - logo seen on product - logo seen on labels / information / packaging - applied correctly - only applied to certified product - NOCSAE: The NOCSAE logo and SEI mark shall meet the requirements as specified in NOCSAE document ND001 Section 9 and SEI CPM Section 17		
V	Must meet applicable QC/QA Protocols as specified in NOCSAE document ND001 and SEI CPM Section 30.9. QC/QA Plan Document No./Title/Version:		
V.1	QC/QA Protocol/ Plan -Has the participant developed a plan for each product category? -Has the participant communicated and given instruction of the plan for each product category to each manufacturing location? (Auditor shall review each plan.) -Are the procedures documented? -Who controls the creation/editing of plan? -Who controls execution of plan? -Who reviews and approves the test data analysis results? -Does the participant have control? -Which participant contact reviews/approves the QC/QA final report?		
V.2	Preapproval of QC/QA Protocol/Plan (applies if plan changes and is being reassessed) -Was the QC/QA plan(s) submitted to SEI for preapproval? -What was the outcome? -Was the revised plan distributed to the supplier?		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
V.3	Methodology of QC/QA Protocol/Plan -Does the methodology identify which method is used and why? (Lot batch acceptance AQL / Statistical process control (SPC) / other) -Does the data support the method chosen?		
V.4	Sample Size Determination -What is the rationale for sample size determination? -Have there been any changes to sample size and why? -Has SEI approved revised QC/QA Protocol/Plan due to change in sample size?		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
V.5a	Acceptable Quality Limit (AQL): -Does normal inspection apply? -Which inspection level is being applied? -What AQL level is being applied? Does it meet the NOCSAE requirement? -Is a standardized plan applied? (ISO, ANSI, or MIL-STD) -What is the sampling size according to plan (AQL attribute or variable?) AQL Variable -How was the methodology for Normality Analysis been defined? -How has evidence of Normality been proved? -How frequently is the normality reanalyzed? -How is the application of AQL variable in non-normal conditions justified (if applicable)? Switching Rules -Have any switching rules been defined? Has any rule switching been implemented? (Please provide evidence to support the rule switching). -If there is rule switching to deviation from the standard what is the justification? -Is there process control being applied on key manufacturing processes (if applicable) for the justification of the sampling reduction? -Has there been sampling reduction and how is it justifiable (refer to ND011, section 4.6)?		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
V.5.b	Statistical Process Control (SPC): -What are the subgroup sizes applied? How is it justifiable for the chosen SPC method? -Have the samples selected represent the production (in time-ordered sequence etc.)? -Does the determined sampling frequency adequately cover the process variation? (by considering the variation from equipment, material batch, people, production conditions, etc.) -Has sufficient data been collected to perform Cpk or Ppk analysis for QA/QC compliance judgement? (for product release) -Can the lot size be justified (if applicable)? -Are they using a Process Capability Index (Cpk) or a Process Performance Index (Ppk) method? -Was the method applied correctly? -Is Cpk or Ppk meeting the requirements?		
V.6	NOCSAE Equipment Levels -Does the QC/QA Protocol/Plan meet equipment level requirements (I, II, or III)?		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
V.7	Testing and Data Analysis -Where is the testing taking place? -Who (by position) is making Pass/Fail judgement on the QA/QC protocol compliance? Participant or Supplier? -Were all tests required by NOCSAE product standard adequately covered? -Include evidence of supporting documentation (i.e.: test data sheets, test reports, etc in MS Office format). Note: The given documents will enable the auditor to assess the formulas/calculations. -Auditor shall review the test data and test reports for validity (i.e.: incorrect formulas/fraudulent data). -What was the outcome of the QC/QA data analysis?		

SEI Certification Program Manual Section 11.10 Reference & Heading		Checked / Comments	(A or OBS or NC or NA or NE)
V.8	QC/QA Plan Failures, Testing Failures and Corrective Actions -What product containment actions were put in place as a result of the failures (non-acceptance lot) of QA/QC plan? -What corrective actions were implemented as a result of the QA/QC plan failures (non acceptance)? - After the correction actions, what is the re-inspection plan for the affected lot/lots from previous failure? -Has the re-inspection plan been correctly implemented? What was the outcome? (if applicable) -Who (by position) is responsible for reviewing the completion of corrective actions, confirming the outcomes of re-inspection plan and authorizing the disposition of previous non-acceptance lot (failure lots)? -If the QC/QA Protocol/plan was revised as a result of the QA/QC plan failures, was SEI notified?		
V.9	Revisions -Any changes to the QC/QA Protocol/Plan since last audit? -Has the revised plan been sent to SEI for review and approval? -What was the outcome of the review?		
V.10	Production -What are the current year's dates of production and production/lot/batch size? -Include with audit report evidence of supporting documentation (i.e.: purchase orders with model information, order quantity, etc)		

SEI Certification Program Manual Section 11.10 Reference & Heading	Checked / Comments	(A or OBS or NC or NA or NE)
Samples selected* - samples selected as specified		
SEI Certification Letter(s)* - letter(s) available - certified models covered (incl. Private labeled models)		

*=Surveillance

14.0 Product Changes

The purpose is to establish guidelines for manufacturers to determine the significance of changes to certified models.

14.1 Definitions

A. Class I- changes are those that may affect in any way the model's performance under the appropriate standard. A change in manufacturing location is considered a Class I change. In the case of dimensional standards, a Class I change is any that affects the measurements in the standard.
B. Class II- changes are those that do not affect the model's performance under the appropriate standard or do not affect the measurements given in a dimensional standard.
C. Class I and Class II changes are further described, later in this manual (*See Programs, starting with Section 20*) by product for each program in which the manufacturer participates.

14.2 Design Changes and Modifications

All design changes and modifications shall be identified, documented and reviewed by the manufacturer for possible effects on product compliance. These changes shall be designated by the manufacturer as either Class I or Class II changes, according to the definitions in *Section 14.1.* If in doubt, the manufacturer shall submit details of the proposed change(s) to SEI for consideration and disposition.

14.3 SEI Certification Approval

Proposed Class I changes shall be submitted to SEI for testing and certification. Products modified by a Class I change shall not be released for sale until all SEI requirements are met and a certification letter has been issued by SEI. Where SEI has determined that a proposed Class II change requires SEI approval, a submittal shall be prepared detailing the proposed change. A sample may be requested by SEI for review and confirmation.

14.4 Classification of Changes

All changes shall be designated by the manufacturer as either Class I or Class II, with the concurrence of SEI.

14.5 Submission of Class I Changes

A. The manufacturer must submit an SEI Certification Submittal Form fully describing the Class I changes that have been made to the certified model.

B. Class I changes require initial testing. The manufacturer may request a modified testing protocol to limit testing to those aspects of the model affected by the Class I change. SEI must approve any modified testing protocol. Criteria for approval will include, but are not limited to:
    1) Concurrence that the recommended protocol does in fact cover all aspects of the model that are affected by the Class I change and that the recommended protocol will assure that the model meets all requirements of the appropriate product standard.
    2) Concurrence that the recommended protocol is consistent with the past practice in similar situations.
C. SEI will periodically update this section of the manual to include test protocols that have been developed for specific model changes (e.g., the test protocol necessary to certify an industrial hard hat with a reversed suspension).

14.6 Submission of Class II Changes

A. The manufacturer must submit an SEI Certification Submittal Form fully describing the proposed Class II changes that have been made to the certified model.
B. Class II model changes do not require testing.
C. SEI will evaluate the proposed Class II change. Samples may or may not be requested for review or confirmation.
D. SEI will confirm, in writing, that the Class II change was evaluated and no testing was required.
E. If the proposed Class II change is determined to be a Class I change, the procedures outlined in *Section 14.5* shall be followed.

15.0 Nonconformance/ Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products

A. A nonconformance to product standard(s) will be categorized, according to its potential effect on the end-user as (1) Critical, (2) Major A, (3) Major B (4) Minor, (5) NOCSAE Critical, or (6) NOCSAE Non-Critical as defined below and as specified in the Attributes & Variables portion of this manual for each program in which the manufacturer participates:

1) Critical
   A nonconformance that judgment and experience indicate is likely to result in a condition immediately hazardous to life or health for individuals using or depending upon the device.
2) Major A
   A nonconformance, other than critical, that is likely to result in failure to the degree that the device does not provide protection, or a nonconformance that reduces protection and is not readily detectable by the user.
3) Major B
   A nonconformance, other than Major A or critical, that is likely to result in reduced protection and is readily detectable by the user.
4) Minor
   A nonconformance that is not likely to reduce materially the protection provided by the device for its intended purpose, or a nonconformance that is a departure from established standards and has little bearing on the effective use of operation of the device.
5) NOCSAE Critical (pertains to the NOCSAE Athletic Equipment Program)
   Demonstrate at least three standard deviations in cases where statistical control can be documented, or four standard deviations in cases where statistical control cannot be documented. (i.e.: NOCSAE Level 3 Equipment/Gear QC/QA Protocol, see CPM Program Section 30 for additional details.)
6) NOCSAE Non-Critical (pertains to the NOCSAE Athletic Equipment Program)
   Demonstrate at least two standard deviations in cases where statistical control can be documented, or two and one-half standard deviations in cases where statistical control cannot be documented. (i.e.: NOCSAE Level 2 Equipment/Gear QC/QA Protocol, see CPM Program Section 30 for additional details.)

B. Once product models have been certified, the testing laboratory will assess nonconformance from product standard(s) as a result of their findings.

C. Once the quality system has been approved, the severity of departures from that system will be assessed by the Quality Assurance Auditor as described in the Quality Assurance section of this manual.

D. In the case of a Minor nonconformance, no action will be taken by SEI provided the manufacturer corrects the nonconformance within sixty (60) days.
E. In the case of a Major B nonconformance, no action will be taken by SEI provided the manufacturer returns to approved design, production and quality control methods within five (5) days.
F. In the case of a NOCSAE Non-Critical nonconformance, no action will be taken by SEI provided the manufacturer returns to approved design, production and quality control methods within thirty (30) days. Containment of suspect SEI labeled product shall be performed until the noncompliance investigation and plan of corrective action for future manufacturing are cleared.
G. In the case of a Critical, Major A, or NOCSAE Critical nonconformance, the manufacturer shall be notified as soon as possible by SEI, and shall terminate at once all use of the SEI certification mark on the affected products and perform containment of suspect SEI labeled product.
H. SEI shall be notified of any situation where a certified product could lead to a potential hazard. Additionally, Per ISO Guide 27-1983(E), where a report of a hazard involved with a certified product is received by SEI, the validity of the hazard shall be investigated in accordance with SEI internal complaint procedures. A hazard shall be a condition, or create a situation, which results in exposing life limb or property to an imminently dangerous condition. Where it is established that a hazard is involved with a certified product, the manufacturer shall terminate at once all use of the SEI certification mark on the affected products, and perform containment of suspect SEI labeled product.
I. In the case of a Critical, Major A, or NOCSAE Critical nonconformance, or where it is established that a hazard is involved with a certified product, representatives of the testing laboratory, the Quality Assurance Auditor and SEI shall meet with the manufacturer as expeditiously as possible to decide the action appropriate in the circumstances. The manufacturer shall immediately cease all use of the SEI certification mark on the affected products, perform containment of suspect SEI labeled product and institute such action as requested by SEI on the basis of the findings of SEI, the testing laboratory and Quality Assurance Auditor. When implemented, the recall procedure (which shall be accepted as being in compliance with *Section 18: Recall Procedures* of this manual) shall be followed. These procedures are adapted from those used by the Food and Drug Administration.
J. The manufacturer shall have the right to an expedited appeals process with respect to the above decisions based on the findings and conclusions of the testing laboratory or Quality Assurance Auditor; however, all use of the SEI certification mark shall cease pending the outcome of the appeal. In the event the manufacturer requests an appeal be taken to the American Arbitration Association (AAA), the AAA Appeals Board shall convene whenever possible within five (5) working days after the manufacturer has notified SEI in writing of its intent to appeal. Based upon oral and/ or written presentations made by the manufacturer, testing laboratory, Quality Assurance Auditor and/ or SEI, the AAA Appeals Board shall affirm, modify or reverse the

previous decisions no later than five (5) working days after hearing the appeal or receiving written materials, whichever occurs last. The manufacturer will pay all costs associated with the appeals procedure as billed by SEI. These costs must be paid within ten (10) days of the date of billing.

K. A request to terminate use of SEI certification mark will not be rescinded until such time as the corrective action has been initiated and the manufacturer has returned to the approved design, production and quality assurance methods.

L. A proceeding to withdraw certification of the affected products may be initiated by SEI if:
    1) The manufacturer fails to comply with the request to terminate use of the SEI certification mark, or
    2) The manufacturer fails to use reasonable efforts to implement and complete the agreed upon recall procedure.

M. Manufacturer-initiated recall of products bearing SEI certification mark:
    1) A manufacturer may decide on its own volition and under any circumstance(s) to remove or correct a distributed product bearing the SEI certification mark.
    2) The manufacturer that takes this action because it believes that the affected product may be hazardous or in nonconformance with the applicable standard is required to notify SEI immediately. In such cases, the manufacturer shall provide SEI with the following information:
        a) Identity of the product model(s) involved.
        b) Reason for the removal or correction and the date and circumstances under which the nonconformance or possible hazard was discovered.
        c) Evaluation of the risk associated with the nonconformance or possible hazard.
        d) Total amount of such products produced and/ or the time span of the production.
        e) Total amount of such products estimated to be in distribution channels.
        f) Distribution information, including the number of direct accounts and, where necessary, the identity of direct accounts.
        g) A copy of the firm's recall or safety alert communication if any has been issued.
        h) Proposed strategy for conducting the recall.
        i) Name and telephone number of the firm's official who should be contacted concerning the recall.
    3) SEI, the testing laboratory and Quality Assurance Auditor, will review the information submitted, recommend any appropriate changes and determine whether any other action is appropriate. Pending review by SEI, the manufacturer need not delay initiation of its product removal or correction.

N. Complaints Received by SEI Regarding SEI Certified Products

1) All complaints regarding SEI certified products must be submitted in writing to SEI.
2) Complaints shall be immediately investigated by the Technical Director for validity.
3) The complainant will be provided with a written response from the Technical Director or President acknowledging SEI's receipt of the complaint within fourteen (14) days of receipt.
4) Information about the SEI participant/certified product obtained from sources other than the SEI participant (e.g. from the complainant or from regulators) shall be treated as confidential.
5) Where warranted, complaints will be submitted to SEI legal counsel for review to ensure legal considerations are properly reviewed and addressed.
6) Where a complaint regarding a certified product is determined to be valid, SEI will initiate an investigation and the Technical Director will refer the complaint to the manufacturer(s) cited. SEI's investigation shall include, but not be limited to, the extent and scope of the complaint as it might apply to other certified product or certified product components manufactured by other manufacturers or certified by other certification organizations. SEI's investigation shall also include reports of a hazard where certified product is gaining widespread use in applications not foreseen when the standard was written, such applications in turn being ones for which the product was not certified, and no specific scope of application has been provided in the standard and no limiting scope of application was provided by the manufacturer in written material accompanying the certified product at the point of sale.
7) Where a complaint is determined not to be valid, the written response will outline the rationale for the determination. The manufacturer(s) cited in the complaint shall be copied on this correspondence.
8) In the event the complainant provides SEI with a written statement disagreeing with SEI's determination of validity, the Technical Director shall immediately refer the issue to SEI's Committee on Certification (CCP) for resolution.
9) The manufacturer cited in a valid complaint must also initiate an investigation and provide SEI with a detailed response to the complaint. Typically, the manufacturer's detailed response will contain the following information (where applicable):
    a) The cause of the reported problem which resulted in the submission of the complaint.
    b) The scope of the problem, including identification of all affected, certified product by model number/ part number, serial numbers, factory production facilities, production runs, and the quantities involved.
    c) A complete report on any proposed corrective actions to address the reported problem.

d) If a recall and/ or retrofit action is proposed, a copy of the action plan prior to its implementation in accordance with *Section 18: Recall Procedures* of this manual.
e) If appropriate, a user notice/ safety bulletin which will be distributed.

10) The SEI Technical Director or President, in consultation with a representative from the testing laboratory and/ or quality assurance auditor, will review the manufacturer's response with respect to the complaint to determine whether corrective action is necessary.
11) Any verified nonconformance from product standards will be handled in accordance with the procedures outlined in this section. All costs associated with the investigation, including tests and examinations, will be borne by the manufacturer unless SEI has failed to comply with its program requirements.
12) Where the facts indicating a need for corrective action are conclusive and, if applicable, SEI's appeals procedures (see *Section 19.0: Complaints & Appeals*) have been followed, the SEI Technical Director or President will provide a written response to the complainant stating what corrective action has been taken or an explanation of how the issue has been resolved. Copies of the response will be provided to the manufacturer, testing laboratory and/ or quality assurance auditor as appropriate.
13) In cases where there is no manufacturer to be held responsible, such as when the manufacturer is out of business or the manufacturer is bankrupt, the written response to the complaint will also be provided to the relevant governmental and regulatory agencies and relevant Canadian Regulatory Advisory Committee (e.g., CCFM & FC) and the SCC. In addition, the Technical Director or President will issue a notice to the user community about the hazard.
14) In addition, where the facts indicating a need for corrective action are conclusive and, if applicable, SEI's appeals procedures (see *Section 19.0: Complaints & Appeals*) have been followed, the Technical Director or President shall take one or more of the following actions:
    a) Notification of parties authorized and responsible for issuing a safety alert when, in SEI's opinion, such a notification is necessary to inform the users.
    b) Notification of parties authorized and responsible for issuing a product recall when, in the opinion of SEI or applicable government agency, such a recall is necessary to protect the users.
    c) Remove the mark of certification from the product.
    d) Where a hazardous condition exists and it is not practical to implement one or more of the above actions or the responsible parties refuse to take corrective action, SEI shall notify relevant governmental and regulatory agencies and issue a notice to the user community about the hazard.

15) In instances where revision(s) to a standard(s) are felt to be necessary, the Technical Director shall provide a copy of the corrective action(s) to the relevant Standards Development Organization (SDO). In addition, the Technical Director shall submit to the SDO either (1) a public proposal for a proposed change to the next revision of the applicable standard or (2) a temporary interim amendment to the current edition of the applicable standard.
16) The SEI decision regarding the complaint may be appealed in accordance with SEI's appeals procedures documented in *Section 19: Complaints & Appeals* of this manual.

16.0 Suspension or Withdrawal of Certification

16.1 Voluntary

A. If a manufacturer wishes to withdraw voluntarily all or any models from the SEI certification program, sixty (60) days written notice of intent shall be given to SEI. The *Confirmation of Voluntary Withdrawal from SEI Certification Form* (See Form 16.3) shall be used in cases where all certified models are being withdrawn voluntarily by the manufacturer. Where a manufacturer is voluntarily withdrawing a certified model or model(s), but not all models, the *Confirmation of Voluntary Withdrawal of SEI Certified Product Form* (See Form 16.4) shall be used. For either form, the manufacturer will complete Section 1 only and submit one form for each model/SEI reference number being withdrawn. SEI will review the information provided by the manufacturer and complete the information required in Section 2. SEI will then return the form(s) for review and final signature by the manufacturer as required in Section 3. Upon final signature, the manufacturer shall return the completed document to SEI by the due date noted on the form. The manufacturer shall cease and desist all use of, or reference to, the SEI certification mark in the manufacture, marketing and distribution of its products effective on the date(s) specified in Section 2 of the withdrawal form(s). The manufacturer's responsibility for maintaining product liability insurance shall continue as long as products bearing the SEI certification mark are in use. The period of time shall be mutually agreed upon by SEI and the manufacturer at the time of product withdrawal. See the Manufacturer's Agreement, a copy of which is incorporated into this Manual.

   1) *If production of a model being submitted for withdrawal occurred between the most recent date of certification, and the notification of intent to withdraw, the product shall be submitted for annual certification testing prior to executing the withdrawal. The purpose of doing so is to ensure that the final construction run of the product is compliant. Exceptions to this requirement can be made at the discretion of the program manager.*

B. The manufacturer shall be permitted to sell any products in its possession or control that bear the SEI certification mark and properly conform to the applicable product standards and quality assurance requirements, provided such mark was affixed prior to the notification date of termination and the products are not subject to a recall.

C. In no case shall any withdrawn product, which is within the control of the manufacturer and labeled with the SEI mark, be sold, with regard to whichever occurs first: 1) past the one year certification effective date stated in the most recent SEI certification letter; 2) after one year following the date of voluntary termination; 3) one year after the SEI announcement of the adoption of a new edition of a standard, or 4) according to labeling requirement(s) stated in any give standard/scheme (e.g., NFPA, NIJ, NOCSAE). For a reasonable length of time, SEI shall, at its option, have access to the manufacturer's premises and records to verify this information and to ensure that the manufacturer does not use the SEI certification mark on any other product.

16.2 Involuntary

A. Grounds for SEI initiating a suspension or withdrawal of certification include the following, but not limited to:
    1) Misuse of SEI certification mark;
        i. Failure to comply with the Use of the Mark section of this manual is grounds for suspension or withdrawal.
        ii. Repeated misuse of the SEI certification mark resulting in either suspension or withdrawal of certification shall constitute grounds for SEI, in its sole discretion, to refuse to allow a manufacturer to participate in the SEI Certification Program in the future.
    2) Failure to meet the quality assurance requirements;
    3) Failure to have products conform to model tested and certified;
    4) Failure to institute a recall;
    5) Where it is established through an SEI investigation that a hazard is involved with a certified product
    6) Failure to pay fees within sixty (60) days of the date on the statement received from SEI is grounds for suspension.
    7) Failure to pay undisputed fees and charges within sixty (60) days of the date on the statement received from SEI, that is not cured within ten (10) days following written notice of such failure, is grounds for termination.

B. Whenever product testing, SEI certification mark monitoring or quality assurance audits reveal that the manufacturer has failed to comply with the requirements of the SEI certification program or certification scheme/standard, the manufacturer shall receive notice which shall specify the requirements not being met, the specific corrective action to be taken and the time frame within which such action must be taken. This suspension notice shall be sent by SEI on the basis of findings and conclusions made by the Testing Laboratory and/or the Quality Assurance Auditor, where appropriate. A suspension shall result in the product(s) being removed from the certified product list until the issue is resolved.

C. Upon receipt of such notice, the manufacturer shall have the opportunity to present any test data, other evidence, or argument in its behalf. Based upon the manufacturer's presentation and the evidence that supports the issue, SEI shall determine whether the affected product(s) are in full compliance with Section 16.2A.

D. If receipt of test data, other evidence or argument by the manufacturer demonstrates that the issue involved has been corrected, SEI shall notify the manufacturer that it is authorized to resume use of the SEI certification mark on the model(s) in question provided those products continue to satisfy the testing and quality assurance requirements of the SEI certification program. This will include reinstating the product(s) to the certified product list.

E. If receipt of test data, other evidence or argument by the manufacturer demonstrates that the issue involved has not been corrected, SEI shall notify the manufacturer that the product(s)

certification is withdrawn and the manufacturer shall cease and desist use or reference to the SEI certification mark in the manufacture, marketing and distribution of the product(s), refer to the Use of the Mark section of this manual and, if applicable, refer to the Recall Procedures section of this manual.

F. The manufacturer may issue a complaint on the decision of suspending or withdrawing SEI certification, as specified in the Complaints & Appeals Section of this Manual.

G. Non-payment of undisputed fees and charges within sixty (60) days of the date on the statement received from SEI, and is not cured within ten (10) days following written notice of such failure, or other material breach that is not cured within thirty (30) days following written notice from the non-breaching party, shall constitute cause for termination of the manufacturer's agreement. In the event Manufacturer disputes any fees and charges, it shall notify SEI of such dispute, in writing, and within sixty (60) days following the receipt of SEI's billing statement. The failure to timely dispute any such billing from SEI, shall be deemed a waiver of any such dispute.

H. If SEI requests that the manufacturer to cease and desist use of the SEI certification mark, SEI logo, "SEI", the manufacturer shall comply with such requests and cease and desist use of the certification mark with respect to the particular products involved effective immediately upon receipt of notice from SEI. SEI or its authorized representative shall have access to the manufacturer's premises and records to verify that the certification mark is not being affixed to or used in connection with any such products.

I. Upon termination of the Manufacturer's Agreement, the manufacturer shall discontinue at once all use of the SEI certification mark, SEI logo, "SEI".

17.0 Use of SEI Certification Mark

Once a manufacturer has received its certification letter authorizing use of the SEI mark, the manufacturer can begin using the SEI mark on the certified product. Additionally, many companies will choose to place the SEI mark on their labels, brochures, cartons and other materials. Some performance standards require that it be on labels and in a technical data package.

Use of logos of voluntary standards organizations (i.e., ASTM, ANSI, CSA, NFPA, etc.) or government standards developing bodies are not allowed by those groups. Reference to the standard of those bodies must be on the label as indicated in each standard.

17.1 General Requirements

A. The SEI certification mark shall be used and reproduced in a consistent format that makes the mark easily identifiable wherever it appears.

B. The manufacturer shall use the SEI certification mark only to identify those products actually conforming to models that have been successfully tested by the testing laboratory to meet the applicable product standard(s) and which also conform to models verified by the Quality Auditor to meet quality assurance requirements.

1. To ensure the scope of coverage of the certification is clear, the name of the standard to which the product is certified shall be stated next to the SEI Mark.
2. When marking a small item such as a spectacle temple, the SEI mark may be used by itself on the product providing the packaging displays the SEI mark and Certified Model (name of standard).
3. For product(s) certified to an NFPA standard, the SEI Mark must accompany the compliance statement required by the respective NFPA standard. In these cases, it is not necessary to include the wording Certified Model (Name of Standard) or Cert. Mod. (Name of Standard) adjacent to the SEI Mark.
4. For product(s) certified to a NOCSAE standard, the appropriate NOCSAE seal as designated in the NOCSAE standards shall be used.

C. The manufacturer shall use the SEI certification mark and the SEI name, abbreviation, design or symbol, or any other form of reference which may be interpreted to mean Safety Equipment Institute only in such form or manner as set forth below or otherwise expressly authorized in writing by SEI in advance. A copy of the SEI approval shall be kept on file by the participant.

D. SEI, as part of its program of monitoring proper use of the mark, will routinely review advertisements, catalogs and sample products to confirm compliant use of the mark. Additionally, during SEI audits, SEI quality auditors shall review participant's use of the SEI mark and bring to SEI's attention any potential incorrect use.

E. In using the SEI certification mark, the manufacturer shall faithfully reproduce it and shall not alter the mark in any way. Whenever used, the SEI certification mark must be legible.

17.2 SEI Certification Mark

A. Below is an example of the SEI Certification Mark*:

 Certified Model

*When marking a small item such as a spectacle temple, the SEI mark may be used by itself on the product providing the packaging displays the SEI mark and "Certified Model (name of standard)."

B. In using the SEI certification mark, the manufacturer shall faithfully reproduce it and shall not alter the mark in any way. Whenever used, the SEI certification mark must be legible.

C. With regard to components, the manufacturer shall use a different certification mark, as specified in *Section 17.6: Component Model Certification*.

D. Examples of Correct & Incorrect Uses of the SEI Certification Mark

<u>Examples of Correct Use:</u>

 Certified Model (Name of Standard) **

 Cert. Mod. (Name of Standard)**

<u>Examples of Incorrect Use:</u>

 Certified

 Approved

 Products Certified

**Name of Standard is the designation of standard and year of approval (i.e., NFPA 1981-2007 edition, ASTM F1163-04a, etc.)

***For product(s) certified to an **NFPA standard**, the SEI Mark must accompany the compliance statement required by the respective NFPA standard. In these cases, it is not necessary to include the wording: "Certified Model (Name of Standard)" or "Cert. Mod. (Name of Standard)" adjacent to the SEI Mark.

***For product(s) certified to a **NOCSAE standard**, the appropriate NOCSAE seal as designated in the NOCSAE standards shall appear on the exterior of the certified NOCSAE headgear/equipment. See Section 17.9 for additional details and use of the NOCSAE/SEI mark.

17.3 Advertising and Promotional Literature

A. The manufacturer shall not advertise, publicize or promote its products in such a manner as to indicate that SEI approves or certifies any individual product or that SEI makes any other representation or certification with respect to individual products to which the mark is affixed. SEI does not approve or certify specific products. SEI does certify that a product model meets the requirements of the specified standard.
B. The manufacturer may display the SEI certification mark or logo in any advertising or promotional material only in connection with product models certified by SEI.

17.4 Misuse

A. Misuse of the SEI certification mark and refusal to take corrective action constitutes cause to initiate procedures to suspend or withdraw certification and the right to use the mark on affected products.
    1. The SEI certification mark shall also encompass the term SEI on its own or as part of the SEI logo, other terms indicating that Safety Equipment Institute has certified the product model or authorized the use of its marks, or the use of another program's certification mark managed by SEI.
    2. Repeated misuse of the SEI certification mark resulting in either suspension or withdrawal of certification shall constitute grounds for SEI, in its sole discretion, to refuse to allow a manufacturer to participate in the SEI Certification Program in the future.
B. Care must be taken that the certification mark is not used to convey misleading or incorrect information. For example, use of the SEI certification mark in an advertisement depicting four hard hats, three of which depict models certified by SEI, would be misleading unless an explanation is given that only three of those models depicted are certified by SEI. Similarly, where a manufacturer

has several product lines, some of which may not be part of the SEI certification program, use of the SEI certification mark in connection with all the product lines would be misleading and incorrect. The above examples are two instances of misuse of the SEI certification mark.

17.5 Mandatory Use

The SEI mark identifying certification by SEI is mandatory on all certifications where required by product standards or regulatory authorities (i.e., NFPA safety and protective equipment standards, CAN/CSA Z94.3-07, NOCSAE, etc.).

Requirements for style (i.e., height, font, etc.) as stated in the standard shall be reviewed for compliance by SEI. SEI shall allow for exceptions to *Section 17.2: SEI Certification Mark* when a product standard requires such an exception, and the exception is approved by SEI per *Section 17.1: General Requirements subpart C*.

17.6 Component Model Certification

Components (i.e., lenses used in eye and face protection devices and D-rings used in fall protection products) may be submitted for component model certification, so that when such components are used in several products, the repetition of all tests will not be necessary. In general, a change from one certified component model to another is considered a Class II change, one that should not require a new model designation for the finished product.

If the manufacturer of a certified component model elects to place the SEI certification mark on the component, the mark shall be as shown below, distinctive from the SEI certification mark used on product models. The component model certification mark shall emphasize that the entire product is not necessarily an SEI certified model. For example:

 xxx* Certified Model- Z87.1-2010 or  xxx* Cert. Mod.- Z87.1-2010

*Where xxx is replaced with the name of the component (i.e., lens, D-ring, etc.)

An SEI certified component model shall be a completed component which does not require further processing prior to insertion into a protective device. If, however, a certified component model is altered in any way prior to inclusion in the finished product, further tests shall be required. In general, if a participating manufacturer purchases component that are SEI certified component models for use in product models, it may not be necessary to have the component-only testing repeated.

17.7 SEI Mark for Canada

For those Canadian regulatory authorities that require a Canadian identifier, SEI provides a unique Mark. The c-SEI Mark below shall be used where mandated by a regulatory authority or required by a product standard.

With the addition of the Canadian identifier to the SEI mark, all previously stated requirements in Section 17 are applicable to use of the c-SEI Mark. The Canadian identifier shall be a lower case letter “c” placed in the eight o’clock

position next to the SEI mark. It shall be clearly distinguishable and in no case shall its height be less than 1 mm.

17.7.1 Warning Labels/Statements

In cases where a Canadian regulatory authority mandates that products being marketed in Canada provide dual language (i.e. English and French) warning labels, SEI participants will need to show evidence of compliance with this requirement. Additionally, where a Canadian standard requires dual language warning labels, SEI will request the participant to submit any applicable warning labels in both English and French.

17.8 Optional Label for Equestrian Body Protector Certification Program

The following representation has been approved for use as the SEI official sewn-in label to be displayed on the outside of equestrian protective vest models that have been certified by SEI in accordance with ASTM F1937 (current edition), *Standard Specification for Body Protectors Used in Horse Sports and Horseback Riding*.

This official sewn-in label has been developed for promotional purposes only to provide uniformity in displaying the certification of equestrian protective vests among participants in the SEI Certification Program for Equestrian Body Protectors. This does not replace any labeling requirements.

Manufacturers shall comply with all labeling requirements in accordance with ASTM F1937 (current edition) *Standard Specification for Body Protectors Used in Horse Sports and Horseback Riding.* Use of this label is optional; however, when a promotional sewn-in label is used on the outside of the vest, it shall be made in accordance with the following representation and guidelines. The logo shall be Pantone 542 and the outline and words are Pantone 430 or black. A white or off-white background shall be used.

17.9 Label for NOCSAE Athletic Equipment Program

The SEI NOCSAE logo approved for use by SEI and NOCSAE as required by the NOCSAE standard(s) shall be used on the certified product model(s).

18.0 Recall Procedures

SEI recall procedures are adapted from FDA Procedure published as 21 CFR Part 7, Subpart C-Recalls (Including Product Corrections) – Guidelines on Policy, Procedures and Industry Responsibilities.

18.1 Recall Policy

Manufacturers shall have a recall procedure in place that has been approved by an SEI Technical Director. The manufacturer's recall procedure shall address Sections 18.2 and 18.3 (See Form 18.1 that will be used in evaluating recall policies submitted to SEI by manufacturers.) Subsequent changes to the SEI-approved recall procedure shall also be approved by an SEI Technical Director. SEI staff and/or the SEI auditor may periodically review the recall policy.

Under the SEI Certification Program, the manufacturer retains complete control over the quality and integrity of its products, which includes administering recalls. The manufacturer is free at any time to undertake a voluntary recall of products for any reason. Such responsible action on the part of manufacturers is highly desired and beneficial to the SEI program. However, it is recognized that in some circumstances, SEI may request a recall or other actions as are appropriate. Such actions will be requested only in situations when (1) the testing laboratory has determined that a Critical or Major A nonconformance exists, (2) the Quality Assurance Auditor concurs in the evaluation (3) SEI and the manufacturer agree that a recall of the affected product models is necessary to ensure the welfare of the user, the integrity and reputation of the SEI program and all participating manufacturers, and/or (4) misuse of SEI certification marks. Where a manufacturer does not agree that a recall is necessary, SEI shall take steps to withdraw certification of the affected product in accordance with the SEI CPM *Nonconformance/ Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products* section.

Except for misuse of the SEI certification marks, where a certified product is regulated by a government agency such as the Consumer Product Safety Commission (CPSC) or the National Institute for Occupational Safety & Health (NIOSH), the recall requirements of the applicable government agency will take precedence.

Additionally, where a certified product is regulated by a Canadian regulatory body, all recall notice(s) shall be provided in both English and French.

18.2 Evaluation of Product Nonconformance

An evaluation of the product being recalled or considered for recall for product nonconformance will be conducted by the testing laboratory and/or Quality Assurance Auditor and will be based on the

Attributes and Variables of the noncompliance as defined by the SEI CPM *Nonconformance/ Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products* section.

18.3 Recall Strategy

A. A recall strategy that takes into account the following factors will be developed by the manufacturer to suit the individual circumstances of the particular recall:

1. Evaluation of product nonconformance
2. Ease in identifying product
3. Degree to which the product nonconformance is obvious to the user
4. Degree to which the product remains unused in the marketplace
5. Continued availability of essential products

B. SEI will review the adequacy of a proposed recall strategy developed by the manufacturer and recommend changes as appropriate. The manufacturer should conduct the recall in accordance with an approved recall strategy but need not delay initiation of a recall pending review of its recall strategy.

C. The recall strategy will specify whether a public warning is needed and whether it will issue as:

1) General public warning through the general news media, either national or local as appropriate, or

2) Public warning through specialized news media, e.g., professional or trade press, or to specific segments of the population such as municipal fire departments, trade associations, labor organizations, etc.

18.3.1 Elements of a Recall

A. Effectiveness Checks

The purpose of effectiveness checks is to verify that all consignees at the recall depth specified by the strategy have received notification about the recall and have taken appropriate action. The method for contacting consignees may be accomplished by personal visits, telephone calls, letters or a combination thereof. The manufacturer will ordinarily be responsible for conducting effectiveness checks, but SEI will assist in this task where necessary and appropriate. The recall strategy will specify the method(s) to be used for contacting consignees and the level of effectiveness checks that will be conducted, as follows:

- <u>Level A</u>
  100 percent of the total number of consignees to be contacted

- Level B
  Some percentage of the total number of consignees to be contacted, which percentage is to be determined on a case-by-case basis, but is greater than ten (10) and less than 100 percent of the total number of consignees

- Level C
  Ten (10) percent of the total number of consignees to be contacted

- Level D
  Two (2) percent of the total number of consignees to be contacted

- Level E
  No effectiveness checks.

B. Recall Communications

The manufacturer is responsible for promptly identifying each of its affected direct accounts about the recall. The format, content and extent of a recall communication should be commensurate with the hazard of the product being recalled and the strategy developed for that recall. In general terms, the purpose of a recall communication is to convey:

1. That the product in question is subject to a recall
2. That further distribution or use of the remaining product should cease immediately
3. Where appropriate, that the direct account should in turn, notify its customers who received the product about the recall
4. Instructions regarding what to do with the product

C. Implementation

A recall communication can be accomplished by email or first-class letters conspicuously marked, preferably in bold red type, on the letter and the envelope: “Recall (or Correction)”. The email or letter and the envelope should also be marked “URGENT”, when appropriate. Telephone calls or other personal contacts should ordinarily be confirmed by one of the above methods and/ or documented in the appropriate manner.

D. Contents

1. A "sample" recall communication document shall be included as part of each participant's Recall Policy. This "sample" document could then be used and/ or modified to suit the particular circumstances should the need ever arise to initiate a recall.

2. A recall communication document shall be written in accordance with the following minimum requirements:

    a. Be brief and to the point

    b. Identify clearly the product, size, lot number(s), code(s) or serial number(s) and other pertinent descriptive information to enable accurate and immediate identification of the product

    c. Explain concisely the reason for the recall and the hazard involved, if any

    d. Provide specific instructions on what should be done with respect to the recalled product; and

    e. Provide a ready means for the receipt of the communication to report to the recalling firm whether it has any of the product, e.g., by sending a postage-paid, self-addressed postcard or by allowing the recipient to place a collect call to the recalling firm.

3. The recall communication document should not contain any irrelevant qualification, promotional materials, or any other statement that may distract from the message. Where necessary, follow-up communications should be sent to those who fail to respond to the initial recall communication.

E. Responsibility of Recipient

A consignee that receives a recall communication should immediately carry out the instructions set forth by the recalling manufacturer and, where necessary, extend the recall to its consignees.

F. Recall Status Report

The recalling manufacturer is required to submit periodic recall status reports to SEI so that the progress of the recall may be addressed. The frequency of such reports will be determined by the relative urgency of the recall and will be specified by SEI in each recall case.

1. Unless otherwise specified or inappropriate in a given recall case, the recall status report should contain the following information:

a. Number of consignees notified of the recall, and the date and method of information.

b. Number of consignees responding to the recall communication and quantity of products on hand at the time it was received.

c. Number of consignees that did not respond (if needed, the identity of non-responding consignees may be requested by SEI).

d. Number of products returned or corrected by each consignee contacted and the quantity of products accounted for

e. Number and result of the effectiveness checks that were made.

f. Estimated time frame for completion of the recall

2. Recall status reports are to be discontinued when the recall is terminated by SEI.

G. Termination of a Recall

1. A recall will be terminated when SEI determines that all reasonable efforts have been made to remove or correct the product in accordance with the recall strategy, and when it is reasonable to assume that the product subject to recall has been removed and proper disposition or correction is commensurate with the degree of hazard of the recalled product. Written notification that a recall is terminated will be issued by SEI to the recalling manufacturer.

2. A recalling manufacturer may request termination of its recall by submitting a written request to SEI stating that the recall is effective in accordance with the criteria set forth in the SEI CPM, and by accompanying the request with the most current recall status report and a description of the disposition of the recalled product.

18.4 SEI Required Recall

A. SEI may require the manufacturer to initiate a recall or other actions as appropriate when the following determinations have been made:

1. That a product has been distributed and has been determined to have a Critical or Major A nonconformance as defined in the SEI CPM *Nonconformance/ Departure, Potential Hazard, and Complaints Received by SEI Filed Against Certified Products* section;

2. That the manufacturer has not initiated a voluntary recall of the product; and

3. That SEI action is necessary to protect the health and safety of users.

4. SEI may also require a recall based on the misuse of the SEI certification mark, including on products for which SEI has not issued a SEI certification letter.

B. SEI will notify the manufacturer of this determination and of the need to begin immediately a recall of the product. Such notification will be by letter or email to a responsible official of the manufacturer but may be preceded by oral communication or by a visit from an authorized representative of SEI with formal, written confirmation from the President of SEI afterward. The notification will specify the nonconformance of the product, the requirement for the recall strategy and other appropriate instructions for conducting the recall.

C. Upon receipt of such notification, the manufacturer shall provide SEI with any or all the information listed in *the SEI CPM Recall Strategy* section, and other information as required by SEI.

D. If the manufacturer does not issue the required recall, SEI may issue a Safety Notice, that at a minimum will be posted to the SEI website. Failure to issue a required recall constitutes grounds for suspension or withdrawal of certification under Section 16.

18.5 Manufacturer Initiated Recall

See SEI CPM section: *Nonconformance/ Departure, Potential Hazard, and Complaints Received by SEI Against Certified Products*.

18.6 General Industry Guidance

A recall can be disruptive of a manufacturer's operation and business, but there are several steps a prudent manufacturer can take in advance to minimize this disruptive effect. The following is provided by SEI as guidance for a manufacturer's consideration:

A. Prepare and maintain a current written contingency plan for use in initiating and effecting a recall.

B. Use sufficient coding of certified products to make possible positive lot identification and to facilitate effective recall of all affected lots.

C. Maintain such product distribution records as are necessary to facilitate location of products that are being recalled. Such records should be maintained for a period of time that exceeds the shelf life and expected use of the product and is at least the length of time specified in other applicable regulations concerning records retention.

Form 18.1: Recall Policy Evaluation Checklist

1307 Dolley Madison Blvd, Suite 3A, McLean, VA 22101
Phone: (703) 442-5732 Email: Info@SEInet.org
Date: 1.15.18

SEI Participant Name:	
SEI Participant Contact:	
Recall Procedure Designation/ Date:	

Item	Description	Acceptable	Needs Improvement
1.	**Company Personnel Responsibilities**	☐	☐
2.	**Circumstances under which Recall Strategy would be applied**	☐	☐
3.	**Evaluation & Recall Strategy Decision-Making**	☐	☐
	a. Evaluation of product nonconformance- degree of hazard (See Specific Program Sections for Attributes & Variables)	☐	☐
	b. Ease in identifying product	☐	☐
	c. Degree to which product remains unused in marketplace (unsold)	☐	☐
	d. Depth of Recall- determination of the level in distribution chain recall to extend	☐	☐
	1) Public Warning Overview	☐	☐
4.	**Recall Communications**	☐	☐
	a. Identify affected customers who should be contacted: OEM, distributors, retailers, end-users	☐	☐
	b. Communication should include: Product identification, Distribution or use of product to cease immediately, Notify customers if applicable, Instructions on disposition of recalled product.	☐	☐
	c. Implementation- how will communication be sent?	☐	☐
	d. Sample Letter/ User Notice which should include the following:	☐	☐
	1) Identify product, size, lot number, code, serial no., etc.	☐	☐
	2) Explain reason for recall and the hazard involved.	☐	☐
	3) Specific instructions provided regarding disposition of recalled product.	☐	☐

	4) Provide convenient means for customer to reply.	☐	☐
	e. Follow-up procedure for customers who do not respond (effectiveness checks)	☐	☐
5.	**Responsibility of Recipient of Recall Notice**	☐	☐
6.	**Recall Status Report**	☐	☐
	a. Frequency of required reports specified by SEI	☐	☐
	b. Report to contain the following items:	☐	☐
	1) Number of consignees notified, date and method.	☐	☐
	2) Number of consignees responding, quantity of product on hand & date received.	☐	☐
	3) Number of consignees that did not respond.	☐	☐
	4) Number of products returned or corrected by consignee and quantity of product accounted for.	☐	☐
	5) Number and result of effectiveness checks made.	☐	☐
	6) Estimated time frame for completion of recall.	☐	☐
	c. Status reports discontinued when recall terminated.	☐	☐
7.	**Termination of Recall**	☐	☐
	a. Recall is terminated when SEI determines reasonable efforts have been made to remove or correct the product.	☐	☐
	b. A recalling manufacturer may request termination of its recall by submitting written request and pertinent status report.	☐	☐

Additional Comments/ Explanation:

Added Approval Date in SEI Database ☐

Initial Review

Reviewed by:		**Date:**	
Approved by:		**Date:**	

Subsequent Review

Reviewed by:		**Date:**	
Approved by:		**Date:**	

Subsequent Review

Reviewed by:		**Date:**	
Approved by:		**Date:**	

19.0 Complaints & Appeals

It is expected that issues or disagreements regarding certification issues may occur. It is anticipated that these instances may be resolved through discussions between SEI and the SEI participant. In the event that a dispute regarding certification decisions made by SEI cannot be resolved, SEI procedures allow for a formal complaint or appeal to be submitted.

19.1 General Information for Complaints and Appeals

19.1 .1

All complaints and appeals must be submitted in writing to SEI.

19.1.2

All information received from a complainant or appellant shall be treated as confidential between SEI, the SEI participant, and any entity with which SEI has a signed Agreement and a signed Confidentiality, Impartiality and Conflict of Interest policy, unless specific authorization to share all, or a limited portion of the information is granted, in writing, from the complainant. Nothing in this provision shall prevent SEI from sharing information to the extent necessary to seek legal advice. In addition, nothing in this provision shall prevent SEI from disclosing any information received from a complainant or appellant in response to a subpoena or request for documents in litigation.

19.1.3

In all cases, the complainant or appellant will be provided with a written response acknowledging SEI's receipt of the complaint or appeal within fourteen (14) days of receipt.

19.1.4

Where warranted, complaints and appeals will be submitted to SEI legal counsel for review to insure legal considerations are properly reviewed and addressed.

19.1.5

In instances where revision(s) to a standard are felt to be necessary, as a result of a complaint, SEI shall provide a copy of the corrective action(s) to the relevant Standards Development Organization (SDO). In addition, SEI shall submit to the SDO either 1) a public proposal for a proposed change to the next revision of the applicable standard or 2) a proposed temporary interim amendment to the current edition of the applicable standard. Manufacturer acknowledges that changes to standards are outside the control of SEI.

19.2 Complaints

19.2.1

Complaints shall be immediately investigated for validity by the SEI Compliance Officer.

19.2.2

The Compliance Officer shall assign all valid complaints to an SEI Director or Manager.

19.2.3

In cases where a complaint is determined to be invalid, the final decision on validity shall be made by the President. In cases where the President is involved in the activities against which the complaint was lodged, the final decision on whether any given complaint is determined to be invalid will be made by the Committee on Certification Programs (CCP).

19.2.4

Fees for use of legal counsel in responding to legal actions involving complaints (regardless of whether the complaint is determined to be valid) are the responsibility of the complainant as set forth in Section 7.1. Such fees are due within ten (10) working days of the date of the billing.

19.3 Invalid Complaints

19.3.1
If a complaint is determined not to be valid, a written notification informing the complainant of SEI's determination shall be issued. The written response shall outline the rationale for the determination.

19.3.2

In the event the complainant provides SEI with a written statement disagreeing with SEI's determination of validity, the complainant may appeal the issue to the CCP for resolution. Such appeals shall be submitted to SEI in writing. The CCP shall issue a written response to such appeals. Any appeal of the CCP's decision shall be subject to the procedure for appeals prescribed in Section 19.7.

19.4 Valid Complaints

19.4.1

If a complaint is determined to be valid, the complainant will be provided with a written response from SEI which outlines SEI's decision regarding the complaint.

19.5 Valid Complaints Regarding SEI Certified Product or Report of Potential Hazard

19.5.1

Where a complaint regarding a certified product has been determined to be valid, SEI will initiate an investigation within five (5) days. In cases where the complainant has provided a written statement regarding the need not to maintain confidentiality, SEI staff will refer the written complaint to the manufacturer(s) cited. SEI's investigation shall include, but not be limited to, the extent and scope of the complaint as it might apply to other certified product(s) or certified product component(s) manufactured by other manufacturers or certified by other certification organizations.

19.5.1.1 In cases where the complainant has requested that confidentiality remain in place, the assigned SEI staff, in consultation with a representative from the testing laboratory and/or quality assurance auditor (when deemed necessary), will gather as many facts about the complaint as reasonably possible and make a determination as to whether any corrective action on the part of the manufacturer is necessary.

19.5.1.2 SEI's investigation shall also include reports of a hazard where certified product is gaining widespread use in applications not foreseen when the standard was written, such applications in turn being ones for which the product was not certified, and no specific scope of application has been provided in the standard and limiting scope of application was provided by the manufacturer in written material accompanying the certified product at the point of sale.

19.5.2

When requested by SEI, the manufacturer cited in a valid complaint must initiate an investigation and provide SEI with a detailed written response to the complaint. Typically, the manufacturer's detailed response will contain the following information (where applicable):

- The cause of the reported problem which resulted in the submission of the complaint.

- The scope of the problem, including identification of all affected, certified product by model number/part number, serial numbers, factory production facilities, production runs, and the quantities involved.

- A complete report on any proposed corrective actions to address the reported problem.

- If a recall and/or retrofit action is proposed a copy of the action plan prior to its implementation in accordance with the *Recall Procedures* section of the SEI *Certification Program Manual*.

- If appropriate, a draft user notice/safety bulletin which will be distributed.

19.5.2.1

Upon receipt of the manufacturer's response, the assigned SEI staff, in consultation with a representative from the testing laboratory and/or quality assurance auditor (when deemed necessary) will review the manufacturer's response with respect to the complaint to determine 1) if the manufacturer's response is acceptable and 2) whether any corrective action on the part of the manufacturer is necessary.

19.5.2.2

The final decision on how a valid complaint is resolved shall be made by the President or a Director not directly involved with the certification activities related to the complaint.

19.5.2.3

The final decision on how a valid complaint is resolved shall not be made by any person(s) who have 1) been employed by or 2) provided consultancy to the manufacturer involved with the complaint within two (2) years following the end of the consultancy or employment.

19.5.2.4

In cases where there is no manufacturer to be held responsible, such as when the manufacturer is out of business or the manufacturer is bankrupt, the written response to the complainant will also be provided to the relevant governmental and regulatory agencies and relevant Canadian Regulatory Advisory Committee (e.g., CCFM & FC). In addition, SEI will issue a notice to the user community about the noncompliant product and/or hazard.

19.5.3

Where the facts indicate a need for corrective action, by either SEI and/or the manufacturer, an SEI Director, Manager or the President will provide a written response to the complainant stating either 1) what corrective action has been taken by SEI or must be taken by the manufacturer or 2) an explanation of how the issue has been resolved.

19.5.3.1

In addition, where the facts indicating a need for corrective action, an SEI director, manager or the President shall take one or more of the following actions:

- Notification of parties authorized and responsible for issuing a safety alert when, in SEI's opinion, such a notification is necessary to inform the users.
- Notification of parties authorized and responsible for issuing a product recall when, in the opinion of SEI, such a recall is necessary to protect the users or to address the misuse of the SEI certification mark. This includes providing a copy of any SEI generated User Notice/Safety Notice (in both English and French) to the relevant Authority Having Jurisdiction (AHJ) in Canada, with a copy to the Standards Council of Canada (SCC).
- Remove the mark of certification from the product.
- Where a noncompliant product and/or hazardous condition exists and it is not practical to implement one or more of the above actions or the responsible parties refuse to take corrective action, SEI shall notify relevant governmental and regulatory agencies and issue a notice to the user community about the noncompliant product and/or hazard.

19.5.4

Any verified nonconformance from product standards will be handled in accordance with the procedures outlined in the *SEI Certification Program Manual*, *Nonconformance/Departures Procedures* section.
All costs associated with the investigation, including tests, examinations and legal fees, will be borne by the manufacturer.

19.5.5
In the event the complainant provides SEI with a written statement disagreeing with SEI's decision regarding a valid complaint, the complainant may appeal the issue to the CCP for resolution. See Section on Appeals. Investigations and decisions on appeals shall not result in any discriminatory actions.

19.6 Valid Complaints Regarding the SEI Certification Program Policies and/or Procedures and Non-Certified Products

19.6.1

Where a complaint regarding the SEI Certification Program Policies and/or Procedures or a non-certified product is determined to be valid, SEI will initiate an investigation within five (5) days. SEI's investigation shall include, but not be limited to, the extent and scope of the complaint as it might apply to SEI policies and/or procedures.

19.6.2

Where a complaint, or any other circumstance, raises doubt concerning SEI's compliance with its policies and/or procedures, the SEI President shall be advised.

19.6.2.1

The President, or a designee, shall ensure those areas of activity are promptly audited in accordance with SEI's Quality and Operational Procedures Manual, Section 21, *Audit of Procedures, Corrective Action & Preventative Action and Management Review.* Corrective and Preventative Action procedures shall be followed where necessary.

19.6.3

Where the facts from the audit indicate a need for corrective action and/or preventative action an SEI Director, Manager or the President will provide a written response to the complainant stating either 1) what corrective action and/or preventative action has been taken or will be taken or 2) an explanation of how the issue has been resolved.

19.6.4

In the event the complainant provides SEI with a written statement disagreeing with SEI's decision, the complainant may appeal the issue to the CCP for resolution. See section on Appeals. Investigations and decisions on appeals shall not result in any discriminatory actions.

19.7 Appeals

19.7.1

Only after the complaint process has been followed, and the complainant disagrees with the final decision, shall a written notice of intent to appeal be sent to SEI.

19.7.2

The first level of appeals is the CCP. Upon receipt of a written intent to appeal to the Committee on Certification Programs, the President shall provide the relevant information to the CCP members and schedule a hearing within 30 days. The hearing may be conducted virtually. No member of the CCP who has a conflict of interest related to the product may participate in the hearing. The appellant shall be given a full opportunity to present any material or proofs relevant to the issue. In addition the SEI staff, quality auditor, or laboratory staff may be requested to present during the hearing. SEI may also request that its counsel be present during the hearing. The President will provide a written response on behalf of the CCP to the appellant.

19.7.2.1

Upon receipt of the response from the CCP, the appellant shall have 14 days to appeal to submit a written request to SEI requesting an appeal to the American Arbitration Association (AAA). The President shall determine where a panel should be convened and shall immediately request the American Arbitration Association (AAA) to select three (3) persons from the panel of Approved Appeals Board members in that locale. Manufacturers shall not institute an appeal directly to AAA.

19.7.2.2

No manufacturer or distributor of safety equipment or agent thereof, nor any person with any interest, directly or indirectly, in such manufacturer or distributor, shall serve on the Appeals Board. No person who has a direct or indirect interest in a testing laboratory or quality assurance auditor involved in the certification program shall serve on the Appeals Board.

19.7.2.3

The AAA shall arrange the hearing and notify the appellant and the responding parties. The appellant and/or SEI may be represented by counsel. The responding parties, testing laboratory, quality assurance auditors and SEI, may attend and participate in the hearing. All appeals related fees and expenses shall be paid by the appellant, including SEI's attorneys' fees related to preparing for and attending the hearing and the costs of the appeal.

19.7.2.4

The Appeals Board hearing shall be informal and private. Appellant or SEI may share confidential information with the members of the Appeals Board. The appellant and SEI shall be given a full opportunity to present any material or proofs that are relevant to the issue or helpful to understand SEI's rules or procedures or the relevant standard(s). Formal rules of evidence shall not be applicable. The Appeals Board shall determine the relevance and materiality of any evidence presented.

19.7.2.5

The Appeals Board shall determine its authority under this procedure by majority vote.

19.7.2.6

When the appellant has had a full opportunity to submit its case, the Appeals Board may declare the hearing closed, and shall provide the AAA, the appellant and SEI with a decision, including a brief description of its reasons. Decisions of the Appeals Board shall be by majority vote.

19.7.3

In the case of a contested recall, the appellant (i.e., manufacturer) is entitled to an expedited appeal; The President shall determine where a panel should be convened and shall immediately request the American Arbitration Association (AAA) to select three (3) persons from the panel of Approved Appeals Board members in that locale. Manufacturers shall not institute an appeal directly to AAA.

19.7.4

SEI's attorneys' fees and all costs related to Appeal, including the fees of the AAA and the Appeals Board, are the responsibility of the appellant and are due within ten (10) working days of the date of the billing.

19.7.5

Following notification by the Appeals Board that an appeal related to SEI policies and/or procedures is rejected, the SEI President will confirm the decision in writing to the appellant advising that the decision may be appealed. For an SEI policy and/or procedure relating to a Canadian certification requirement such appeals shall be to the Standards Council of Canada (SCC). For an SEI policy and/or procedure relating to a U.S. certification requirement such appeals shall be to Fairfax County, Virginia Circuit Court or the United States District Court for the Eastern District of Virginia, Alexandria Division.

19.7.6

In the event of an adverse decision of the Appeals Board, by filing an action within 10 days, the appellant shall be permitted to seek judicial review in Fairfax County, Virginia Circuit Court or the United States District Court for the Eastern District of Virginia, Alexandria Division, which review shall be conducted on a "de novo" basis. The non-prevailing party in such proceeding shall pay all costs of the proceedings, including without limitation all of the prevailing party's expenses and attorneys' fees. Further appeal to any appellate court is prohibited.

19.8 Complaints & Appeals Log

19.8.1

A Complaints & Appeals Log is maintained by an SEI director.

19.8.1.1

The Complaints & Appeals Log serves as a reference and tracking mechanism through the complaint and appeal resolution process for all complaints and appeals.

19.8.1.2

In the event there are one or more linked complaints due to common elements, a statement to this effect shall be noted on the Complaints & Appeals Log for each related participant.