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Manual of Procedure

of
The Art & Creative Materials Institute, Inc.

Last updated Nov. 2008

LOOK FOR THESE SEALS……

Conforms to ASTM D 4236

Conforms to ASTM D 4236
& ANSI Performance Standard Z356._X

Conforms to ASTM D 4236

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(Last revised November 2008)

Table of Contents

Appendices

Introduction and Overview

History

The Art & Creative Materials Institute, Inc. (formerly The Crayon, Water Color and Craft Institute, Inc.) has, since the 1940's, sponsored a certification program for children's art materials. The original program served two purposes: (1) to certify to school officials and others that art materials in the program were non-toxic and (2) to certify that art materials met certain standards of quality and performance.

In response to the challenge to professional and adult art material manufacturers to assure that their products were either labeled as non-toxic or appropriately labeled to warn users of the health hazards associated with their use, The Art & Creative Materials Institute, Inc. (ACMI) re-organized in 1982 and now affords all manufacturers of art and craft materials the opportunity to participate in its programs.

ACMI has a consulting Toxicologist, Dr. Woodhall Stopford, M.D., who reviews the formulas of all products included within the certification program. In addition, ACMI has a Toxicological Advisory Board composed of three or more eminent toxicologists to act as a review board on questions of toxicity.

ACMI, along with art material manufacturers and others, was instrumental in the development of ASTM D 4236, the voluntary standard for chronic health hazard labeling, which was first published in 1983. In 1988, the Labeling of Hazardous Art Materials Act (LHAMA) was enacted by Congress as an amendment to the Federal Hazardous Substances Act (FHSA) to become effective in 1990. In 1992, the Consumer Product Safety Commission (CPSC) published regulations encoding ASTM D 4236, as changed by LHAMA, as a federal regulation.

ACMI is also engaged in drafting standards of product performance for products included in the scope of ACMI. Members of the Certification Committee include representatives of Member Subscriber companies and representatives of any other organization considered by the Board of Directors to offer valuable input to the work of the Committee.

Summary of Product Certification

1. A manufacturer subscribes to the ACMI Certification Program by signing a Subscription Agreement and submitting it to ACMI along with a check for the Subscription fee, completing and submitting to the Toxicologist the Formulation Information and Color Specific information for their products, paying the appropriate fee, and complying with all other ACMI requirements as detailed in this Manual.

2. After review of the formula in confidence and completion of required testing (if appropriate), the Toxicologist may conclude that the product is non-toxic and may qualify for the AP certification mark.[1] If the Toxicologist concludes that appropriate warning labeling is required, the CL certification mark[1] must be used. ACMI does not itself review the formulas. Additional performance testing is conducted for products meeting other standards performance criteria as requested by the manufacturer with other laboratories.

[1] Other marks used in the program, e.g. CP, former AP or HL marks, are being phased out over time. Refer to "Important Note About ACMI Certification Marks" at the end of this Summary or Appendix L of this Manual for details.

3. Following the Toxicologist's review and testing (if appropriate), ACMI issues an authorization for the use of the appropriate mark upon the manufacturer's request.

4. Procedures exist relating to ACMI's annual random testing program, bi-annual requirements for continued use of the certification marks, availability of the certification marks to other resellers, use by manufacturers of materials supplied by non-participants, and challenge to testing procedures.

5. ACMI also has procedures for standards development and an appeals process. Various product standards have been developed through the American National Standards Institute (ANSI) or The American Society for Testing and Materials International (ASTM International).

6. ACMI anticipates that changes may be made to its certification program and seeks to provide to manufacturers of art and craft products and materials a voluntary industry program that reflects both their interests and that of consumers and users of art and craft products and materials. ACMI solicits recommendations for program improvement from all affected interests.

Important Note About ACMI Certification Marks

In 1999, the ACMI Certification marks were substantially revised and this Manual has been changed to reflect the new AP and CL Seals. However, there may still be older ACMI Seals on product packaging in the marketplace. For all new products, or any change to the product (i.e., formula is changed, brand name is changed, certification status changes, additional colors are added to an existing product line, etc.), authorization will be granted for the new Seals only. It is expected that all members will have transitioned over to use of the new AP and CL Seals with the "TM" symbol by the deadlines shown below under each new Seal. ACMI Members have been asked to transition to the new AP and CL Seals with the "®" symbol as quickly as possible on their products with their next printing of labels/packaging.

New AP Seal For Use on Non-Toxic Products:

AP (Approved Product) Seal
To replace former non-toxic marks at right by January 2009.

Former ACMI Non-Toxic Seals:

No Health Labeling Required

New CL Seal For Use on Products Requiring Labeling, Along with Label Language Required by the Toxicologist:

CL (Cautionary Labeling) Seal
To replace former HL (Cautions Required) Seal at right by January 2004.

Former ACMI Seal Used on Products Requiring Labeling, Along with Label Language Required by the Toxicologist:

I. Scope of ACMI Product Certification

The ACMI Product Certification Program covers the toxicologist's review of product formulas for acute and chronic health hazards under the law and regulations administered by the U.S. Consumer Product Safety Commission (CPSC), principally the Federal Hazardous Substances Act (FHSA), as amended by the Labeling of Hazardous Art Materials Act (LHAMA). The ACMI certification basically covers chemically-related toxicity hazards to humans, the core certification.

Certification typically means a third party evaluates whether a company's products meet certain specifications, e.g. a voluntary product standard. ACMI's Certification Program assists manufacturers of art and creative materials in complying with ASTM D 4236, now a federal codified regulation applicable to art and creative products sold in the United States. The voluntary standard ASTM D 4236 also continues to evolve. While ASTM D 4236 is concerned with the subject of chronic health hazard labeling, the ACMI Certification Program includes evaluation of specific acute health hazards as well.

The basic regulatory definitions that relate to the certification determination are the following:

> "any substance or mixture which is toxic, corrosive, an irritant, a strong sensitizer, flammable or combustible, or generates pressure through decomposition, heat or other means...." 16 CFR Section 1500.3 (b)

Each of these terms is further defined by regulation. ACMI certification program review by the Toxicologist includes a determination that the product does or does not present such a hazard. These are generally considered "acute" hazards.

Chronic toxicity is defined by the CPSC as a substance presenting a chronic health hazard if it contains a known or probable human carcinogen, a human neurotoxin or a human developmental or reproductive toxicant [16 CFR Section 1500.3 (b)], and is defined within ASTM D 4236 as a chronic health hazard known to be associated with a product or product component(s) present in a physical form, volume, or concentration that in the opinion of a Toxicologist has the potential to produce a chronic adverse health effect(s). In making this determination, the Toxicologist takes into account the factors specified in codified ASTM D 4236 and the voluntary standard.

Then the Toxicologist, upon the basis of formulation review, related test or other information supplied by the manufacturer determines:

A. No health labeling is required. The product may be described as "Non-Toxic" and qualifies for the AP certification mark.

B. An acute and/or chronic health hazard label is required. The product qualifies for the CL certification mark.

The Toxicologist issues a Toxicologist Approval form (TA) to the company. Upon receipt of the TA form and other required information, ACMI certifies the product conforms to ASTM D 4236 and authorizes the display of its certification mark.

Submission of information to a poison control exposure information management service as required under ASTM D 4236 and LHAMA is submitted for Subscribers by ACMI and Duke. Duke also manages a 24-hour response service to poison control requests for a fee billed to and paid by the Subscriber.

There are also specific Subscriber responsibilities for compliance beyond merely adding the text of FHSA acute or chronic health hazard warnings as prescribed. For example, a U.S. telephone number must appear on a product labeled under LHAMA with a chronic hazard label, and the warning text must comply with CPSC regulations for prominence, placement and conspicuousness as directed in 16 CFR Section 1500.121. (ACMI Subscribers are sent a copy of 16 CFR Section 1500.121 whenever a new product is authorized for the CL Seal. Additional copies can be obtained from ACMI or from CPSC by visiting their web site at www.cpsc.gov or by calling them. Based on the Toxicologist's evaluation, the product may be labeled as "Non-Toxic" and entitled to bear the AP mark if no acute or chronic health warning is required. Whether the Toxicologist determines a product requires labeling or not, all evaluated products should be labeled as conforming to ASTM D 4236. ACMI relies upon each request for authorization and the bi-annual affidavit filed with ACMI by a Subscriber stating it has taken such action.

Compliance with the program procedures results in a certification that (1) no FHSA acute or chronic health warning is required, or (2) that an acute and/or chronic health warning is required by FHSA, as amended by LHAMA and ASTM D 4236, and that the warning label meets the text of these requirements. By complying with these procedures, a product also meets the requirements of specific state art material labeling laws which recognize compliance with ASTM D 4236 as compliance with their laws.

Other Regulatory Requirements Not Certified by ACMI

There are a variety of other CPSC regulatory requirements that may also be applicable to a Subscriber's art material product. For example, small parts bans and choke hazard labeling regulations (some art material products are exempt); sharp edge and sharp point regulations; aerosol products regulations; child-resistant closure regulations. These requirements, where applicable, are not covered by ACMI certification even though the Toxicologist may advise of them and Subscribers must comply with them as applicable to their products.

California Proposition 65

The ACMI certification program does not certify compliance to California Proposition 65, even though the threshold toxicity criteria adopted by the Toxicologist takes into account the exposure thresholds adopted under Proposition 65 for listed chemicals. While a LHAMA chronic hazard label may be equivalent to the kind of warning required by California Proposition 65, companies should consult with other professionals to determine if they should add the Proposition 65 "safe harbor" labels in addition to chronic hazard labels required by LHAMA.

Commercial or Industrial Products

In some instances, an art material manufacturer's product may be offered for sale and use in a commercial or industrial setting, in addition to consumer, artist or hobbyist use. OSHA or other regulations including OSHA labeling regulations may be, and in many

cases are, applicable to the product label rather than labels prepared for consumer usage under FHSA/LHAMA. In addition, other requirements apply to the commercial/industrial sale context, including providing MSDSs to the customer.

Ceramic Glazes
In addition to FHSA/LHAMA requirements of CPSC regarding glaze products as sold, there are FDA requirements relating to the "leaching" of lead or cadmium from the finished ceramic product, which must be separately satisfied by the glaze manufacturer if the product is intended for use on tableware articles. In addition to the FDA regulatory requirements, there is a law in California relating to finished tableware products (Tableware Safety Law, which was designed to enforce the California Department of Health Services Health & Safety Code Section25899), that is not covered by the ACMI certification.

Cosmetic Products
ACMI does not "certify" products such as face paints, nail paints or polishes, or surgical/skin markers, or hand soaps/cleaners which are regulated under the requirements of the Federal Food, Drug and Cosmetic Act and regulations issued thereunder.

Product Liability
ACMI certification does not mean that, despite complete compliance with FHSA/LHAMA labeling, that a Subscriber cannot be held liable in a product liability action relating to use or even misuse of an art material product. If the product is labeled exactly as required by FHSA/LHAMA, that may or may not serve as a complete defense in a product liability lawsuit. In general, if the product is labeled exactly as the law and regulations require, that assists in the defense of the case but ACMI cannot and does not certify or "guarantee" that in any action labeling compliance by the Subscriber will constitute a complete defense of a product liability case.

II. Purposes and Activities

The purpose of the ACMI Certification Program is, by all appropriate means, to develop, maintain and administer standards of quality, non-toxicity and labeling of art and craft materials. In order to carry out its purposes, ACMI may pursue any lawful activities such as, but not limited to, the following:

1. Establishing product standards;

2. Arranging for tests and evaluations of products with reference to such standards;

3. Certifying that a Subscriber's products conform to established ANSI or ASTM standards;

4. Acquainting and interesting consumers, retailers and distributors of the various products in the quality, non-toxicity and labeling standards assured by the certifying marks administered by ACMI and enhancing the standing of ACMI and the value of subscription thereto.

5. Owning, using and licensing certification marks, labels or other insignia.

None of the activities of ACMI shall take the form, expressly or by implication, of defaming or disparaging the product of any person, firm or corporation.

III. Organization

The administration of the ACMI program shall be carried on from the office of ACMI with such clerical and technical assistance as may be necessary within the limits of the budget of ACMI or as the Board of Directors of ACMI may from time to time authorize. A Certification Committee, Toxicologist and Toxicological Advisory Board shall be appointed as indicated in Sections VI., VII., and VIII.

IV. Subscribers

Subscribers to the ACMI Certification Program must be either:

A. Manufacturers or an exclusive U.S. agent or importer of a non-member manufacturer who choose to join ACMI, qualify according to the procedures of this Manual, comply with all obligations thereunder, sign the ACMI Certification Program Subscription Agreement (Appendix B), pay a Subscription Fee and membership dues to ACMI, remain a member in good standing of ACMI, and are entitled to all benefits of ACMI membership;

B. A company that is not a manufacturer but has an art material product or products manufactured for it under its brand name by an ACMI non-member (domestic or foreign) may join ACMI provided the manufacturing company has been urged to join and does not do so. The manufacturer of such a company's products may also be an ACMI member. Both the non-manufacturer and the manufacturer must agree to comply with the procedures of this Manual, and with all applicable obligations thereunder. The non-manufacturer must sign the ACMI Certification Program Subscription Agreement (Appendix B), pay a Subscription Fee and membership dues to ACMI, remain a member in good standing of ACMI, and is entitled to all benefits of ACMI membership;

OR

C. Other manufacturers or their exclusive U.S. agent or importer who do not wish to join ACMI, but qualify according to the procedures of this Manual, comply with all obligations thereunder, sign the ACMI Certification Program Subscription Agreement (Appendix B), pay for subscription to the ACMI Certification Program (such fees can be equal to or greater than membership dues), remain in good standing with ACMI, and are entitled to subscription to the ACMI Certification Program only.

V. Finances

The expenses of operating the ACMI program shall be borne by ACMI as provided in ACMI's budget. The funds utilized shall be the membership funds of ACMI plus such funds as are received from any others who execute the Certification Program Subscription Agreement.

If necessary, ACMI will utilize the services of a collection agency to collect delinquent balances in excess of $500.

All extraordinary legal and toxicological services not pertaining to the ACMI Certification Program supplied to Subscribers, Licensees, or others by ACMI's Legal Counsel or Toxicologist are to be paid for by the recipient of such services; their current hourly rates would apply and should be requested in advance.

VI. Certification Committee

A. The Board of Directors of ACMI shall approve a Certification Committee which shall be composed of representatives of Member Subscriber companies, and representatives of any other organization considered by the Board of Directors to offer valuable input to the work of the Committee.

B. The Committee, with the advice of the Toxicologist, shall determine the suitability of products proposed for inclusion in the ACMI Certification Program and such products shall be approved by the Board of Directors with recommendation from the Certification Committee.

C. The Committee shall, in cooperation with the Executive Vice President of ACMI, participate actively in developing new product standards and in the review and revision of existing standards. The procedures outlined on Standards in Section XV of this Manual shall be followed.

D. The Committee shall not subject ACMI to any liability, financial or legal, except with the consent or approval of ACMI’s Board of Directors.

VII. Toxicologist

The Board of Directors shall appoint a qualified consulting toxicologist, who shall be responsible for evaluating product formulas and materials submitted to them for toxicological review, for maintaining the confidentiality of product formulas and detailed test results, for prescribing appropriate toxicity labels for products and materials either as required by law or, in the absence of law, by appropriate regulations or standards, and for continuing their expertise in the subject of toxicology as related to art and craft materials. The Toxicologist will be responsible for providing the necessary toxicological services and other toxicologists and staff as needed.

VIII. Toxicological Advisory Board

A. The Board of Directors shall approve a Toxicological Advisory Board which shall be composed of not fewer than three, nor more than five, recognized authorities in human toxicology.

B. The Toxicological Advisory Board shall be independent of ACMI's Toxicologist.

C. The Toxicological Advisory Board shall review and make recommendations for improvement in toxicological policies and procedures.

D. The Toxicological Advisory Board shall serve as an appeals board should the opinion of the Toxicologist be questioned and may be consulted by the Toxicologist.

IX. Criteria of the Toxicologist as to Program Certification Marks

A. The Toxicologist shall base his approval of products as non-toxic and appropriate for the AP mark upon the following criteria:

"No materials used in the product shall be present in sufficient quantities to be toxic or injurious to the human body as a result of any foreseeable handling or use or to cause acute or chronic health problems."

In making this determination of the non-toxicity of the formulation, the Toxicologist shall take into account the following:

1. Current scientific knowledge of the toxic potential of each ingredient of the formulation;
2. Specific chemical form, bioavailability, levels and amount of each potentially toxic ingredient found in the formulation;
3. Physical form and reasonably foreseeable uses and misuses of the art material;
4. Potential for known synergism and antagonism of the various ingredients in the formulation;
5. Potential acute and chronic toxic effects of any known decomposition products from any reasonably foreseeable use, including reasonably foreseeable use by children;
6. Potential for any ingredient to cause allergic sensitization at its use level, or if the ingredient is a common sensitizer, its potential to cause an allergic reaction in an already-sensitized individual;
7. Opinions of various regulatory agencies and scientific bodies including but not limited to the International Agency for Research on Cancer and the National Cancer Institute on the potential for chronic adverse effects of the various ingredients of the formulation.
8. The Toxicologist may require toxicity data and formula equivalence testing on new products at his discretion.

9. The Toxicologist shall also consider the applicability of FHSA, as amended by LHAMA, regulations to the product.

B. The Toxicologist shall require lead testing on finished products or individual product ingredients for all products being marketed specifically for use by children or for use by both children and adults as part of the initial evaluation. Testing for lead will be required every five years to coincide with the five-year formula vertification of the product as an added control measure and may be conducted more frequently as deemed necessary or as required by law.

C. The Toxicologist shall require on products that bear the CL (Cautionary Labeling) Mark appropriate health warnings, to include risk or precautionary statements for art or craft materials considered to have a potential for causing acute or chronic adverse health effects. The warning shall be in conformity with that required by FHSA, or, in the absence of law, similar to those required by law. The warning shall be as recommended by the Toxicologist for chronic health effects in conformity with ASTM D 4236.

D. The Toxicologist shall conduct an audit of product labels to coincide with the five-year formula verification of products.

E. The Toxicologist, prior to changing any risk assessment data, will inform ACMI headquarters either electronically or by mail of any new toxicity information that will affect how toxicological evaluations of products are performed. ACMI Staff will forward this information to the Toxicological Advisory Board (TAB) and Certification Committee for feedback. The Toxicologist, while awaiting response from the TAB and Certification Committee, will apply the new data to all new product-related requests and will reserve the right to address all products in the program if he has serious concerns about the new information. Once response has been received from the TAB and Certification Committee, the Toxicologist will apply the new information to all products in the ACMI program.

F. If the product appears to the Toxicologist to be toxic and a warning or other label is not protective of the user, or for some other significant health-related reason, the Toxicologist will so advise the Subscriber. The product will not be eligible for program participation.

G. The Toxicologist will default to facilitated service for all product evaluations provided Subscribers are notified in advance on each evaluation estimate and are given the opportunity to opt out of this service.

H. Product evaluations performed by the Toxicologist are considered "brand specific" and cannot be applied to other unauthorized brands of the same product.

I. The Toxicologist has the authority to ban certain ingredients and products from the ACMI Certification Program for toxicological reasons, including but not limited to radioactive substances and mercury. Subscribers must comply with these bans.

J. Non-toxicological testing/labeling issues can be removed from the toxicological assessment to a separate safety alert that will accompany the product approval. Such recommendations will be made by the Toxicologist, with final approval required by the Certification Committee and Board of Directors.

X. Qualifying Procedures for ACMI Certification Program – New Subscribers

A. Documentation for Program Entry

Subscribers shall:

1. Submit to ACMI two signed copies of the Certification Program Subscription Agreement, (Appendix B) a check for the subscription fee, a catalog and/or list of products not included in the catalog, and a statement that such catalogs and non-catalog lists constitute their entire line of art and craft materials.

2. Submit to ACMI's accountant all U.S. sales figures for products at the point they enter commerce for the previous year of all products eligible to be entered in the certification program, unless paying the maximum dues/fees (dues for Member Subscribers/fees for Non-member Subscribers). Product eligibility will be determined by a review of the Subscriber's catalog and lists of art materials not in the catalog by ACMI Staff. Dues/fees based on these sales will be pro-rated for the remainder of the calendar year, billed upon membership approval, and due within 60 days of billing; however, minimum dues/fees are not pro-rated.

3. Any company applying to ACMI must complete the process within 90 days. If the process if not completed within 90 days, the Subscription fee will be forfeited.

B. Product Evaluation Documentation

Upon approval of membership, the Subscriber:

1. Submits to ACMI's Toxicologist properly-completed Formulation Information and Color Specific forms (Appendices C and D) to include the color name and color number for each product or product line to be evaluated. This information can also be submitted utilizing the ACMI Product Submission Software or the special Excel spreadsheet developed by Duke staff that is available on the Duke Toxicology website. Subscribers will be charged data-entry costs for any non-electronic submissions. Detailed information about the ACMI Product Submission Software is contained in the Membership Orientation Manual or is available from ACMI.

2. Correspondence between the Toxicologist and the Subscriber that contains formula-specific or other confidential information shall be kept confidential and no copies will be sent to ACMI or any other party. The Toxicologist, upon request, will sign a Confidentiality Agreement (Appendix E) with the Subscriber company.

3. Informs the Toxicologist when an entire product is manufactured by a Third Party by clear communication in writing of such situations and has the Third Party submit the necessary information to the Toxicologist, making certain that the submission is linked to the Subscriber.

4. Informs the Toxicologist and ACMI of all alternate brand names used on products and any alternate formulas to ensure full compliance to LHAMA.

5. Submits all product use information to the Toxicologist to ensure that all potential uses of the product are taken into account during the evaluation process.

6. Submits to ACMI's Toxicologist product labels within 60 days of the Toxicologist's approval of such products to ensure the label text meets that required by the evaluation, unless the product is not being marketed.

7. May use the facilitated services offered by the Duke toxicology staff at an additional cost, if additional assistance with navigating the product evaluation process is desired. Currently the Duke toxicology staff defaults to the facilitated service but provides notification to Subscribers in advance with each evaluation estimate and provides Subscribers the opportunity to opt out of this service. Expedited service (3-5 day turn-around) may also be requested. Higher rates would apply.

8. When approval is granted, the Toxicologist will issue a signed copy of the Toxicologist's Approval form and the Request for Authorization form to the Subscriber.

Questions about Product Evaluation Documentation should be directed to a member of Duke's Toxicological Staff. Please refer to Appendix O of this Manual for a complete listing of Duke's Toxicological Staff.

C. Certification Documentation

The Subscriber submits to ACMI within 60 days of the Toxicologist's approval:

1. A completed and signed Request for Authorization (Appendix F) form, requesting permission to use the AP or CL mark[1];

[1] Other marks used in the program, e.g. CP, former AP or HL marks, are being phased out over time. Refer to "Important Note About ACMI Certification Marks" at the end of the Introduction Section or Appendix L (pg. 54) of this Manual for details.

2. The ACMI copy of the Toxicologist's Approval form (does not include any formula information);

3. A statement that all bills for initial qualifying evaluations and tests have been paid (or will be paid upon receipt of invoice) to the Toxicologist and any laboratories (this statement is included on the Request for Authorization form);

4. A statement that the ASTM conformance statement ("Conforms to ASTM D 4236") will appear on the product label as required under LHAMA (this statement is included on the Request for Authorization form);

5. A statement that all formulas sold in the U.S. for each ACMI-certified brand name product have and will continue to be evaluated by the Toxicologist;

6. If applicable, a list of approved colors and color numbers and a statement as to whether this completes all colors in the line;

7. For the AP Seal with Performance Certification (formerly CP Seal), a copy of a test report from an ACMI-approved laboratory that the product meets or exceeds the requirements of the appropriate designated product standard (e.g. ANSI or ASTM); and

8. For the CL (Cautionary Labeling) Seal [formerly HL Health Label (Cautions Required) Seal], a statement that the labeling requirements specified by the Toxicologist have been met and that FHSA typesize and placement requirements are being met. [1]

9. Approval of the information suggested by the Toxicologist for CL Seal products which are then submitted by the Toxicologist to a poison control exposure information management service as required under ASTM D 4236 and LHAMA. ACMI automatically submits such information without formulations for non-toxic ACMI-certified products.

D. When the Subscriber has met the foregoing requirements, the Executive Vice President of ACMI shall give written authorization for the use of the appropriate certification mark for a two-year period or until the Affidavit of Continuance process is completed. The certification mark may not be used on a product until this written authorization has been received by the Subscriber. After authorization of the first product submitted, a Subscriber qualifies as an Active Member of ACMI unless such membership has been declined, in which case the Subscriber remains a non-member Subscriber. The product and subsequent certified products will be added to the ACMI listing of certified products.

[1] A copy of 16 CFR Section 1500.121 (labeling requirements, prominence, placement, and conspicuousness guidelines) is sent to Subscribers each time a new product is authorized for the CL Seal.

E. New Subscribers are required to have at least one product certified within nine months of subscribing to the ACMI Certification Program with the expectation that all eligible products will be evaluated and certified within a reasonable amount of time to avoid possible termination of Subscription. The same enforcement procedures as for non-payment of dues/fees, failure to submit sales figures/AOC paperwork, etc. shall apply for failure to get first product certified within nine months of subscribing (see Appendix P).

Questions about Certification Documentation should be directed to a member of ACMI's Management Staff. Please refer to Appendix O of this Manual for a complete listing of ACMI Staff. A chart detailing certification process responsibilities (of Subscribers, the Toxicologist and ACMI) can be found later in this Manual as Appendix A.

XI. Certification Program Procedures for Existing Subscribers

A. Beginning in 2003 and thereafter, existing Subscribers must have had one product evaluated and certified within nine months with the expectation that all eligible products will be evaluated and certified within a reasonable amount of time to avoid possible termination of Subscription. The same enforcement procedures as for non-payment of dues/fees, failure to submit sales figures/AOC paperwork, etc. shall apply for failure to get first product certified within nine months of subscribing (see Appendix P).

B. Subscribers who are Active Members are required to confirm that they have made any revisions to the Seals as required by ACMI (such as change to the new versions of the Seals) and that the dues/fees payment and sales/AOC paperwork submission, etc. procedures apply to such confirmations (see Appendix P). Subscribers are expected to change to any trademarked version of the Seals as soon as possible with their next packaging/labeling run.

C. To Obtain Approval of the Toxicologist for a Formula Change, a Name Change or Additional Name, a New Color or a New Product:

1. The Subscriber shall submit to the Toxicologist properly-completed Formulation Information and Color Specific forms (Appendices C and D) to include the color name and color number for evaluation of each new product or product line or new color or for a formula change. A name change or additional name can be submitted by letter. This information can also be submitted utilizing the ACMI Product Submission Software. Subscribers will be charged data-entry costs for any non-electronic submissions.

2. Correspondence between the Toxicologist and the Subscriber that contains formula-specific or other confidential information shall be kept confidential and no copies will be sent to ACMI or any other party. The Toxicologist, upon request, will sign a Confidentiality Agreement (Appendix E) with the Subscriber company.

3. The Subscriber must inform the Toxicologist and ACMI of all alternate brand names and alternate formulas used on products to ensure full compliance to LHAMA.

4. The Subscriber must submit any new product use information to the Toxicologist to ensure that all potential uses of the product are taken into account during the evaluation process.

5. All Subscribers must submit to ACMI's Toxicologist product labels within 60 days of approval of products requiring labeling to ensure that the required labeling text has been applied, unless the product is not being marketed.

6. If additional assistance with navigating the product evaluation process is desired, the facilitated services offered by the Duke toxicology staff may be utilized at an additional cost. Currently the Duke toxicology staff defaults to the facilitated service but provides notification to Subscribers in advance with each evaluation estimate and provides Subscribers the opportunity to opt out of this service. Expedited service (3-5 day turn-around) may also be requested. Higher rates would apply.

7. When approval is granted, the Toxicologist will send a signed copy of the Toxicologist's Approval form and a Request for Authorization form to the Subscriber.

D. To Obtain Permission to Use the AP Seal for a Formula Change, a Name Change or Additional Name, a New Color or a New Product:

1. Within 60 days of the Toxicologist's approval, the Subscriber shall request permission in writing from ACMI (by completing and signing a Request for Authorization form, Appendix F) and shall attach a copy of the Toxicologist's Approval form with no formulation information, a statement that bills for toxicological evaluations have been paid or will be paid upon receipt of invoice (this statement is included on the Request for Authorization form), a statement that the ASTM conformance statement "Conforms to ASTM D 4236" will appear on the product label as required under LHAMA (this statement is included on the Request for Authorization form), a statement that all formulas sold in the U.S. for each certified brand name product have and will continue to be evaluated by the Toxicologist, and a list of colors and color numbers, if appropriate. If expedited service has been requested of Duke, it may also be requested of ACMI in processing the authorization. Submission of information to a poison control exposure information management service as required under ASTM D 4236 and LHAMA is submitted for Subscribers by ACMI and Duke.

2. When the Subscriber has met the foregoing requirements, the Executive Vice President of ACMI shall give written authorization for the continued or new use of the AP Seal for a two-year period or until the Affidavit of Continuance process is completed.

E. To Obtain Permission to Use the AP Seal with Performance Certification (formerly CP Seal) for a Formula Change, a Name Change or Additional Name, a New Color or a New Product:

1. Within 60 days of the Toxicologist's approval, the Subscriber shall request permission in writing from ACMI (by completing a Request for Authorization form, Appendix F) and shall attach a copy of the Toxicologist's Approval form with no formulation information; for a new product a copy of a test report from an ACMI-approved laboratory that the requirements of the appropriate designated product standard have been met or exceeded or for a formula change or new color a statement that the standard continues to be met; a statement that bills for toxicological evaluations have been paid or will be paid upon receipt of invoice (this statement is included on the Request for Authorization form), a statement that the ASTM conformance statement "Conforms to ASTM D 4236" will appear on the product label as required under LHAMA (this statement is included on the Request for Authorization form), a statement that all formulas sold in the U.S. for each certified brand name product have and will continue to be evaluated by the Toxicologist, and a list of colors and color numbers, if appropriate. If expedited service has been requested of Duke, it may also be requested of ACMI in processing the authorization. Submission of information to a poison control exposure information management service as required under ASTM D 4236 and LHAMA is submitted for Subscribers by ACMI and ACMI and Duke.

2. If a new product is not covered specifically by an existing product standard, any new proposed product standards will be referred to the Certification Committee for further action pursuant to Section XV of this Manual.

3. When the Subscriber has met the foregoing requirements, the Executive Vice President of ACMI shall give written authorization for the continued or new use of the AP Seal with Performance Certification (formerly CP Seal) for a two-year period or until the Affidavit of Continuance process is completed.

F. To Obtain Permission to Use the CL (Cautionary Labeling) Seal [formerly the HL Health Label (Cautions Required) Seal] for a Formula Change, a Name Change or Additional Name, a New Color or a New Product:

1. Within 60 days of the Toxicologist's approval, the Subscriber shall request permission in writing from ACMI (by completing a Request for Authorization form, Appendix F) and shall attach a copy of the Toxicologist's Approval form with no formulation information; a statement that the labeling requirements specified by the Toxicologist have been met and that FHSA typesize and placement requirements are being met (this statement is included on the Request for Authorization form); a statement that bills for toxicological evaluations have been paid or will be paid upon receipt of invoice (this statement is included on the

Request for Authorization form), a statement that the ASTM conformance statement "Conforms to ASTM D 4236" will appear on the product label as required under LHAMA (this statement is included on the Request for Authorization form), a statement that all formulas sold in the U.S. for each certified brand name product have and will continue to be evaluated by the Toxicologist, and a list of colors and color numbers (including any color-specific labeling required by the Toxicologist), if appropriate. If expedited service has been requested of Duke, it may also be requested of ACMI in processing the authorization. Submission of information to a poison control exposure information management service as required under ASTM D 4236 and LHAMA is submitted for Members by ACMI and Duke.

2. When the Subscriber has met the foregoing requirements, the Executive Vice President of ACMI shall give written authorization for the continued or new use of the CL (Cautionary Labeling) Seal [formerly the HL Health Label (Cautions Required) Seal] for a two-year period or until the Affidavit of Continuance process is completed and will provide a copy of 16 CFR Section 1500.121, which describes the Federal labeling requirements on prominence, placement and conspicuousness that must be met.

G. To Obtain Permission to Use Any Certification Mark on a Product Sold by a Subscriber to Any Other Subscriber for Resale Under Its Own Name or Label:

If the Subscriber requests permission in writing from ACMI (by completing a Request for Authorization form, Appendix F) to use the AP or CL Seal on a product sold by the Subscriber to another Subscriber for resale under the latter's own name or label, the manufacturing Subscriber must attach a signed copy of the Toxicologist's Approval form. The manufacturing Subscriber must submit the necessary information to the Toxicologist for product approval and to ACMI for authorization to use the appropriate Seal. The steps outlined in this Manual under A. through F. of this Section must be followed. When the Subscriber has met the foregoing requirements, the Executive Vice President of ACMI shall give written authorization for the continued or new use of the appropriate Seal for a two-year period or until the Affidavit of Continuance process is completed. If the Subscriber for whom the product is made wishes to manage the product evaluation and authorization process, both Subscribers must inform ACMI and Duke of their arrangement in writing, at which time ACMI and Duke will inform both Subscribers of the changes necessary to deviate from the standard procedure.

H. To Obtain a License to Use Any Certification Mark on a Product Sold by a Subscriber to Any Other Purchaser (Licensee or Limited Licensee) for Resale Under Its Own Name or Label:

1. If the prospective Licensee wishes to use the AP or CL Seal on a product sold by a Subscriber to the prospective Licensee for resale under its own name or label, the Subscriber must attach a signed copy of the Toxicologist's Approval form with no formulation information and a

Request for Authorization form and must follow the appropriate steps outlined in this Manual under C., D., E. and F. of this Section.

2. The prospective Licensee shall submit to ACMI two signed copies of the License Agreement (Appendix G), which is automatically renewed each year unless terminated in writing by either party.

3. For those companies having a product manufactured for them by an ACMI Subscriber that do not wish to use the ACMI Seal(s) on their product(s), a Limited License Agreement (Appendix H) would need to be completed because evaluation of a product by the Toxicologist is brand specific and cannot be applied to other unauthorized brands. The Limited Licensee shall submit to ACMI three signed copies of the Limited License Agreement (Appendix H). The Subscriber manufacturing the product would follow the same procedures outlined in this Manual under C., D., E. and F. of this Section. Limited Licensees receive only the following benefits: evaluation and use of the ASTM D4236 conformance statement, reporting of this conformance to CPSC, and submission of the product's non-toxic status or submission of generic formula information (if the product requires labeling) to a poison control exposure information management service.

4. The Subscriber must update ACMI with regard to their current Licensee and Limited Licensee relationships through the bi-annual Affidavit of Continuance mailing.

5. Both the Subscriber and the Licensee or Limited Licensee must immediately inform ACMI when the License no longer applies.

6. Licensees must sign an affidavit that they are no longer using the ACMI Seal(s) on their product(s) when their relationship with the Subscriber(s) ends.

I. Procedures Governing Products, Materials or Compounds Supplied by Third Parties to Subscribers for Use in Products with Any Seal:

1. If a Subscriber desires to have certified products manufactured by a Third Party under the Subscriber's name or label or to use proprietary materials or compounds manufactured by a Third Party in products with the AP or CL Seal, both the Subscriber and Third Party must notify ACMI and the Toxicologist of their intent.

2. The Third Party must then supply the formula(s) for review by the Toxicologist, and it must be linked to an existing ACMI Subscriber before the evaluation begins. Correspondence between the Toxicologist and the Third Party that contains formula-specific or other confidential information shall be kept confidential and no copies will be sent to ACMI or any other party. The Toxicologist, upon request, will sign a Confidentiality Agreement (Appendix E) with the Third Party company. Upon completion

of this review, the Toxicologist will issue a receipt to the Third Party, who in turn will supply a copy to the ACMI Subscriber. The ACMI Subscriber must then contact the Toxicologist for a Toxicologist's Approval form for the product. The Toxicologist will issue a Toxicologist's Approval form, with no formulation information, to the Subscriber. The Subscriber then follows the regular procedures for obtaining permission to use and continue to use the AP or CL Seal.

3. The Third Party must submit any formula changes for approval as specified in Section XI., C.-F., of this Manual.

4. Annually, the Third Party must submit an affidavit of continued adherence to this Manual to Duke.

5. Any Third Party who fails to resolve violations of the ACMI Certification Program will no longer be allowed to participate in the program.

J. For a Subscriber to Obtain Permission for the Continued Use of Any Certification Mark – Bi-annual Requirements for All Certified Products:

1. Every other year, the Subscriber shall file the Affidavit of Continuance (Appendix I) and complete all other necessary paperwork contained in the "Affidavit of Continuance" mailing (this mailing contains a listing of the Subscriber's eligible products, a sheet for reporting new products, a Product Injury Form, and Licensee Listing). The Subscriber must complete and return all pieces of the "Affidavit of Continuance" mailing according to the procedures outlined in Appendix P in order to renew the certification of their previously-approved products. The Subscriber must submit catalogs without pricing information and lists of products eligible for the certification program but not in the catalog annually upon request and samples of packaging upon request. ACMI may also perform a random audit of Subscribers' websites.

2. Each year, dues/fees must be paid according to the procedures outlined in Appendix P.

3. Subscribers must pay for each completed toxicological evaluation and will not receive written authorization from ACMI to use the appropriate Seal without a statement that such fees have been paid or will be paid upon receipt of invoice. Payment delays or failures will be reported to ACMI and withdrawal of product certification will occur just as for non-payment of dues/fees or failure to submit sales figures and AOC paperwork (see Appendix P).

4. Each year, a Subscriber must submit U.S. sales figures for all certified and eligible products at the point they enter commerce for the previous year for dues/fees purposes, unless they pay the maximum dues/fees, and a statement to confirm that accurate sales figures are being reported. Subscribers must submit sales figures and such accuracy statement according to the procedures outlined in Appendix P.

5. Provided the Subscriber has remained in good standing with ACMI (dues/fees paid, Duke fees paid, sales figures submitted, etc.) and the Subscriber has completed and returned all of the "Affidavit of Continuance" forms, the Executive Vice President of ACMI shall give written authorization for the continued use of the Seal(s) on previously-approved products for a two-year period or until the Affidavit of Continuance process is completed, along with a list of the products covered by this authorization.

K. For a Licensee to Obtain Permission for the Continued Use of Any Certification Mark:

1. Every other year certification for Licensee products shall be renewed through the ACMI Subscriber manufacturing their product(s) by successfully completing the Affidavit of Continuance forms. Licensees must provide a statement annually upon request that they are complying with all provisions of this Manual that pertain to them, specifically Sections XI. H. and K.; XII.; and XIII., C.

XII. Limitations on Use of Seals

A. All Subscribers or Licensees shall describe the AP with Performance Certification and the AP Seals in their catalogs as follows:

1. “Products bearing the AP (Approved Product) Seal with Performance Certification of The Art & Creative Materials Institute, Inc. (ACMI) are certified in a program of toxicological evaluation by a medical expert to contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. This program is reviewed by the ACMI’s Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Federal Hazardous Substances Act, as amended by the Labeling of Hazardous Art Materials Act, and ASTM D 4236. Additionally, these products meet the specific requirements material, workmanship, working qualities and color described in the of appropriate product standard issued by ACMI or other recognized standards organizations.”

2. “Products bearing the AP (Approved Product) Seal of The Art & Creative Materials Institute, Inc. (ACMI) are certified in a program of toxicological evaluation by a medical expert to contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. This program is reviewed by ACMI’s Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Federal Hazardous Substances Act, as amended by the Labeling of Hazardous Art Materials Act, and ASTM D 4236.

3. Alternative description for the AP Seal:

   "Products bearing the the AP (Approved Product) Seal with Performance Certification or the AP (Approved Product) Seal of The Art & Creative Materials Institute, Inc. (ACMI) are certified in a program of toxicological evaluation by a medical expert to contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. This program is reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Federal Hazardous Substances Act, as amended by the Labeling of Hazardous Art Materials Act, and ASTM D 4236. In addition, products bearing the AP Seal with Performance Certification meet specific requirements of material, workmanship, working qualities and color described in the appropriate product standard issued by ACMI or other recognized standards organizations."

B. All Subscribers or Licensees shall describe the CL (Cautionary Labeling) Seal in their catalogs as follows:

   "Products bearing the CL (Cautionary Labeling) Seal of The Art & Creative Materials Institute, Inc. (ACMI) are certified to be properly labeled in a program of toxicological evaluation by a medical expert. This program is reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Federal Hazardous Substances Act, as amended by the Labeling of Hazardous Art Materials Act, and ASTM D 4236.

C. All Subscribers and Licensees are strongly urged, but not required, to use the statement (Appendix K) promoting the use of products appropriate to the user.

D. All Subscribers or Licensees shall use the Seal that is authorized for each product and only that Seal on all packages for any and all U.S. sales, subject to reasonable exception granted by ACMI.

E. Subscribers or Licensees may use the Seal and/or appropriate wording on individual ACMI-certified non-toxic products (i.e. individual crayons or markers in a box) in addition to complete, appropriate labeling on the outer packaging provided it is first reviewed and approved by ACMI.

F. All Subscribers or Licensees shall identify for all products whose quality is certified by ACMI the specific quality standard which the product meets or exceeds on the product package beneath the ACMI Seal.

G. Permission to use any ACMI Seal is neither assignable nor transferable.

H. The authority to use any ACMI Seal on a product automatically terminates whenever that product bearing the Seal fails to conform with ACMI specifications as described in this Manual.

I. The unauthorized use of any ACMI Seal can result in the loss of the privilege to use any Seal on any product.

J. The unauthorized use of any ACMI Seal on an unevaluated and/or uncertified product shall result in a recall of the product and notification to CPSC of fraudulent use of ACMI's evaluation/Seal.

K. The placement of any ACMI Seal in a catalog or advertisement must clearly indicate to which product(s) it applies.

L. Any Subscriber who advertises in printed literature for an abnormally long period that their products are "under evaluation" (when product formula(s) may or may not have been submitted to the Toxicologist for evaluation) will receive written notification from ACMI that they must cease and desist making such a statement.

M. The Subscriber or Licensee agrees to accompany the AP and CL Seals (samples in Appendix L), which are registered as certification trademarks with the U.S. Patent Office, with the required U.S. trademark notice, as follows:

"®", or “Reg. U.S. Pat. Off.,” or “Registered United States Patent Office.” The Seals must also be accompanied by a conformance statement to ASTM D 4236.

N. The Subscriber or Licensee shall not use any wording on the label of a product bearing the AP with Performance Certification or AP Seal that is inconsistent with its non-toxic status. A statement of compliance to ASTM D 4236 is consistent with a product’s non-toxicity. The addition of a "toxicity warning" such as that required by California Proposition 65 would not be permitted on a product certified as non-toxic by ACMI. Such products would need to bear the CL Seal or no ACMI Seal.

O. The Subscriber or Licensee shall not reference the ACMI Certification Program or Seals in any questionable media as outlined in the ACMI Subscription Agreement (Appendix B).

P. Hologram versions of the Seals are allowed, provided they are exact reproductions.

Q. To use any ACMI Seal on products sold outside the U.S., the Subscriber or Licensee must furnish an opinion satisfactory to ACMI that such use is in conformity with the laws of the country in which the Seal is to be used, clearly state that the ACMI Seal applies to U.S. laws and regulations only (i.e. "For USA Only") near the Seal provided ACMI is informed of this in advance in writing, or any other reasonable alternative approved in advance by ACMI.

XIII. Incidental Testing of Products, Formula Review and Five-Year Formula Verification Audit, Required Cooperation with ACMI to Resolve Product Certification Issues, and Resignation/Termination and Reinstatement of the License to Use Seals

A. Test of Product Bearing the ACMI Seals:

Whenever ACMI shall determine to have tests conducted on product(s) sold under the AP or CL Seal and shall receive for testing such specimens, it shall:

1. Notify the manufacturer(s) thereof that such tests are to be made;

2. Provide the opportunity within 10 days for the submission of any facts or information which the manufacturer(s) believe should be considered in connection with such tests; and

3. Forward to the manufacturer(s) a transcript of the laboratory report ten working days prior to its release to the inquirer, if any.

If the product(s) fail the appropriate laboratory tests and/or toxicological evaluations, the cost of such tests and/or evaluations shall be borne by the manufacturer(s) of the product tested.

Whenever ACMI determines to conduct random tests of current production specimens, if shall notify the Subscribers upon completion and submit to each a copy of its laboratory report and the Toxicologist's evaluation as to whether the product continues to meet the toxicity requirements for use of the AP with Performance Certification, AP or CL Seal. In addition, for the AP Seal with Performance Certification, the products will be tested to determine compliance with the appropriate standards. The cost of the random tests shall be borne by the Subscribers whose products are tested. ACMI may request from time to time the submission to itself and the Toxicologist samples of product labels, advertising or printed materials for review of the display of Certification Marks and accompanying labeling required by the Toxicologist. Subscribers must comply with requests for random testing of products according to the procedures outlined in Appendix P.

B. Formula Review and Five-Year Formula Verification Audit

1. Formulas of all ACMI-certified products are reviewed by the Toxicologist whenever new toxicological data becomes available. It is the responsibility of the Subscriber to ensure the correct, current formulas are always submitted to the Toxicologist. The Toxicologist will conduct formula verification audits each year on those formulas that are due for a five-year review. The Toxicologist will not perform a five-year review on any product that has been deemed discontinued by the Subscriber. All formulas reviewed by the Toxicologist that are determined to require a certification status change are reported by the Toxicologist immediately to

the Subscriber and ACMI. All five-year review approvals issued by the Toxicologist must be submitted by the Subscriber to ACMI headquarters.

2. Subscribers who have not completed outstanding testing or who have not verified their formulas will receive notification nine months prior to their five-year review date that they have six months to submit the outstanding information. Subscribers who have not responded within this six-month period will be sent a warning letter with a copy to ACMI three-months prior to their five-year review date giving them 90 days to submit the outstanding information or their products will be decertified. ACMI staff will send a final decertification letter to any Subscriber who fails to complete the five-year review process with Duke, giving the Subscriber a final 60 days to complete the five-year review process and will be warned of possible decertification of all products and membership termination for failure to complete the process.

3. All Subscribers must submit testing results or other information required by the ACMI Toxicologist as a result of a status change and must reformulate or relabel the product within two months from the date of the notice to maintain continued certification. Subscribers are given the opportunity to request that all potentially-affected Subscribers share in the expense of any significant testing costs.

C. Required Cooperation with ACMI to Resolve Product Certification Issues

1. In the event that an issue may arise concerning the certification status of a product or products between ACMI and a Subscriber or Licensee, it is the responsibility of the Subscriber or Licensee to cooperate with any ACMI inquiry or audit request by permitting ACMI staff or counsel prompt access to its offices, plant, inventory and documentary or computer records on reasonable notice from ACMI, along with such other assistance as ACMI may in its discretion require in connection with the issue for the purpose of ACMI certification program administration, audit and compliance. ACMI Staff members have signed a Confidentiality Agreement (Appendix N) that they will not release any information of a confidential nature, such as formula information, sales information, product information, should they be required to have access to such information.

2. Any Subscriber or Licensee that does not cooperate with ACMI within thirty (30) days of receipt of the ACMI request as specified shall be deemed to have requested that ACMI decertify any or all certified products of the Subscriber or Licensee in ACMI's discretion.

3. In the event that it is determined by ACMI that a product has been represented or depicted as ACMI-certified and the product has not in fact been so certified, ACMI in its sole discretion may require the Subscriber or Licensee to publish corrective advertising concerning the true certification status of the product and, if the issue is also found to present or involve a potential health or safety issue, ACMI may require the

Subscriber or Licensee to report the matter to the Consumer Product Safety Commission or ACMI may report the matter itself.

4. ACMI has developed specific procedures to address the above product certification issues and other violations (see Appendix Q).

5. An appeal by a Subscriber or Licensee from any determination made by ACMI pursuant to these provisions shall be made to the ACMI Board of Directors, which may appoint a Special Committee to hear and resolve the appeal proceeding as expeditiously as possible in the circumstances in accord with the appeal procedures specified in Section XVI., B.-E. of this Manual.

6. Any Subscriber using the ACMI Seal(s) on their product(s) after their subscription has been terminated shall be required to pay dues/fees for the year(s) in which they used the Seal(s) while not a Subscriber and must submit the product(s) in question to the Toxicologist for evaluation to ensure that the certification status of the product(s) is still as originally evaluated.

7. Subscribers are required to pay for Duke poison control responses related to their current or discontinued products according to the procedures in Appendix P.

D. Resignation/Termination

1. If an analysis of any product sold under the AP or CL Seal shows a failure to comply with ACMI certification program specifications, the manufacturer of said product shall be given an opportunity within 10 days after receipt of notice of such failure to furnish evidence satisfactory to ACMI that current deliveries of the product do comply with the said specifications.

2. In the event that said manufacturer fails or neglects, within 10 days of receipt of said notice, to furnish such satisfactory evidence, his license to use the AP or CL Seal with reference to the product in question shall be declared terminated by written notice from the Executive Vice President.

3. ACMI staff will send a final decertification letter to any Subscriber who fails to complete the five-year review process with Duke, giving the Subscriber a final 60 days to complete the five-year review process and will be warned of possible decertification of all products and membership termination for failure to complete the process.

4. Any Subscriber who commits a second serious violation of the ACMI Certification Program will be terminated and will no longer be allowed to participate in the program.

5. Subscribers who are terminated for non-payment of dues/fees, failure to submit sales figures/AOC paperwork, etc. must submit an affidavit

(Appendix M) that they will not use the ACMI Seals on any future sales of previously-certified products.

6. Any Subscriber voluntarily resigning from the ACMI Certification Program may continue to sell products in inventory until supplies are exhausted on which the ACMI Seals appear but not for a period to exceed six months from the date of resignation. During this six-month period, dues/fees will be paid to ACMI. The Subscriber must submit an affidavit that no formula changes have been made or will be made during the six month period and proof that packaging does not bear the ACMI Seals after this six month period. If products fail to meet applicable standards during this six-month period, the Subscriber will cease and desist from all use of the ACMI Seals in any way (and will deliver to ACMI or its duly-authorized representatives, all material and papers upon which the ACMI Seals appear).

7. The Toxicologist will not perform a five-year review or respond to poison control and/or physician's inquiries for products of Subscribers who have been terminated or who have resigned from ACMI.

E. Re-instatement

Re-instatement of a subscription or a license which has been terminated as provided above shall be governed by the procedure applicable to the original qualifications of a product(s) as provided in Section X. A Subscriber and its product(s) can be re-instated by signing a new Certification Program Subscription Agreement and paying dues/fees that were owed at the time of resignation or termination to ACMI and the Toxicologist and those that would have been incurred during the termination period, provided that acceptable documentation is provided ACMI and the Toxicologist regarding the Subscriber and its product(s).

XIV. Emergency Procedures for Revocation or Limitation of Certification Relating to Toxicity

A. Situation Presenting Perceived Risk of Public Injury - Certified Products

1. If, in the opinion of the ACMI Toxicologist, new medical/toxicological evidence indicates that any ACMI certification mark or certified label is inappropriate and presents a measurable risk of public injury (and particularly injury to children) as a result of reliance upon the continued use of any ACMI certification mark or certified label, the Toxicologist shall promptly:

a.) Notify all Subscribers or Licensees whose products bear the mark or certified label.

b.) Schedule a meeting to consist of members of the Certification Committee, other representatives of affected companies, and

such other entities as may be deemed interested to consider what actions are appropriate or necessary which may include:

(1.) Notification to the Consumer Product Safety Commission.

(2.) Notice to the public through the most expedient channels of communication.

(3.) Immediate license revocation.

(4.) Other appropriate action.

2. Any Subscriber or other interested person may pursue an expedited appeal to the Toxicological Advisory Board from any such determination or pursue other appropriate legal remedies at its option.

B. Other Circumstances

1. If, in the opinion of the ACMI Toxicologist, new medical/toxicological evidence indicates that any ACMI certification mark or certified label is no longer appropriate, but does not present a measurable risk of public injury as a result of reliance upon the continued use of any ACMI certification mark or certified label, the Toxicologist shall promptly:

a.) Notify all Subscribers or Licensees whose products bear the mark or certified label.

b.) Schedule a meeting if it appears necessary or communicate by other appropriate means with members of the Technical Sub-committee, other representatives of affected Subscribers, and such other entities as may be deemed interested to consider what actions are appropriate or necessary which may include:

(1.) Notification to the Consumer Product Safety Commission.

(2.) Notice to the public through the most expedient channels of communication.

(3.) Immediate license revocation.

(4.) Phased withdrawal of the mark or certified label.

(5.) Additional labeling as appropriate.

(6.) Other appropriate action.

2. Any Subscriber or other interested person, may pursue an expedited appeal to the Toxicological Advisory Board from any such determination or pursue other appropriate legal remedies at its option.

C. Situation Presenting Perceived Risk of Public Injury - Non-Certified But Reviewed Product

1. If, in the opinion of the ACMI Toxicologist, in reviewing any product submitted for inclusion in the program, he believes that the product requires labeling, and following his review, the product is not entered into the program within a reasonable time to consist of a three-month period from the date of his final labeling conclusion and the product presents a measurable risk of public injury (and particularly to children) as a result of continued non-labeling by the Company or Subscriber, the Toxicologist shall promptly:

   a.) Notify the Company whose product has not been labeled of his finding.

   b.) Schedule a meeting to consist of the Company's representatives, the ACMI Toxicologist, and such other person or persons as may be deemed interested to consider what actions are appropriate or necessary which may include:

      (1.) Notification to the Consumer Product Safety Commission.

      (2.) Other apropriate action which may include referral of the matter to the Toxicological Advisory Board for its opinion on what action may be required by the Company or by ACMI.

XV. Standards Policies

A. Standards Drafting

1. Eligibility to participate:

   a.) All Subscribers to the ACMI Certification Program are welcome to participate in the development of ACMI-sponsored standards according to the requirements of the standards-developing organization.

   b.) All other affected interests are also welcome to participate in the process according to the requirements of the standards-developing organization.

2. Procedures in Developing a Standard for Submission to the American National Standards Institute (ANSI) or other standards developers:

   a.) All standards procedures will comply to the procedures of the standards-developing organization in effect at the time.

b.) Mail and letter ballots

Since participants on the Committee, drafting ACMI-sponsored standards, are widely separated geographically, since the financial resources of ACMI are limited, and since ACMI cannot extend financial assistance to any person to attend meetings, the major work of the Committee shall be handled by conference call, e-mail, fax and mail. Input from all shall be solicited in the development of the initial draft, using the comments received. The Executive Vice President or a qualified Committee member shall prepare the initial draft. This shall be distributed to the Committee for comments, and then submitted by the Executive Vice President by letter ballot to the Committee participants eligible to vote for a vote as required by the standard developer's process. It may be necessary to resolve differences by telephone and/or to repeat the above process until a consensus is reached.

c.) Conduct of standards drafting meetings

(1.) Meetings shall be preceded by notice and an agenda to all participants on the Committee, including ACMI Subscribers and others, and who have evidenced an interest to participate in the process.

(2.) A Chairperson shall be appointed to preside over the meeting and whose rulings shall govern the conduct of the meeting.

(3.) Minutes of the meeting shall be taken by a Secretary, appointed for such a purpose.

(4.) The minutes shall be issued to all participants and accompanied by copies of any documents that are designated to be included by the Chairperson of the meeting.

(5.) For a draft standard to be accepted by ACMI and transmitted by ACMI to ANSI or other standards developers, the consensus of participants in the project shall have been reached.

(6.) Before ACMI refers a draft standard to ANSI or other standards developers, it shall review any substantive or technical disputes that have arisen in the course of developing the draft standard and may, in its discretion, determine not to sponsor the draft standard or refer it back to the standards drafting committee to determine if the dispute can be resolved.

d.) Consensus of Participants

Consensus for this purpose shall mean that the participants in the process approve by their ballots the draft submission to ANSI or other Standards Developers as required by ANSI or other Standards Developers.

Any dissenting participant can raise its objections through the ANSI canvass method and that procedure may be employed by any dissenting participant after the draft standard has been referred to ANSI.

B. Standards Criteria

1. Consideration of performance, safety and health are applicable in achieving a consensus standard.

2. Performance criteria shall be preferred to material or design criteria where feasible.

3. The criteria established shall fairly represent the degree of quality to which consumer or user is entitled in connection with the product application.

4. Where portions of a standard may relate to toxicity, the opinions of qualified clinical (human) toxicologists shall be given the greatest consideration. If any dispute should arise in this area, ACMI shall seek to resolve the dispute by obtaining the opinions of other similarly qualified experts.

5. Standards sponsored by ACMI shall avoid any provisions that may be considered to be in “restraint of trade.”

6. Standards shall conform to the procedures that are acceptable to ANSI or other standards developers.

C. ACMI Procedures

1. After a draft standard has been published by ANSI or other standards developers, ACMI shall review, revise, reaffirm or withdraw it through the Standard Developer's process on a timely basis and at least every five years.

2. ACMI shall seek to accommodate new products or technologies within existing standards as the occasion may arise.

3. Subscribers to the ACMI Certification Program, upon learning of any safety or health related omission or defect in any standard sponsored by ACMI, shall bring it to the attention of ACMI for consideration and revision of the standard.

4. As governmental regulations may be issued governing the standards Process, ACMI will assess their impact upon existing procedures and seek to meet all new criteria that may be required.

D. Availability of Policy

A copy of this policy shall be provided to all participants in the standards drafting process. It shall be available at no charge to any interested person.

XVI. Appeals Procedures

A. Standards Development

ACMI appeals procedures will conform to the proceedings of ANSI or other standards developers.

An appeal from any action or inaction by the Standards Drafting Committee may be made at the conclusion of a standards development proceeding by any interested person or by any participant in the standards development process.

A letter in writing sent to the Executive Vice President of ACMI shall state the basis of the appeal.

1. If the appeal relates to matters of toxicity, it shall be referred to the ACMI Toxicological Advisory Board (TAB) for its determination of the matter based upon its special expertise. The record of the standards development proceeding relating to the appeal shall be furnished to the TAB for its review.

2. If the appeal relates to the standards development proceeding but not to an issue relating to toxicity, an Appeals Board consisting of not less than three, nor more than five, members of the Standards Drafting Committee shall be established. The Board so determined shall be representative of the various interests on the Standards Drafting Committee.

   The record of the standards development proceeding relating to the appeal shall be furnished to the Appeals Board for its review.

   The Appeals Board, through ACMI's Executive Vice President, shall set a date and place for a hearing if requested by the appellant. Attendance at the hearing shall be open to all interested persons in the standards development proceeding.

   Prior to the hearing or at the hearing, the Appeals Board may request comments from any source it considers to be advisable to assist in the resolution of the dispute, including advice from any governmental agency.

Following the hearing or if no request for a hearing has been made, the Appeal Board shall rule upon the matter and its written determination Appeals Board shall rule upon the matter and it's written determination shall state the basis for its determination.

3. Any appellant who appeals under the provisions of Section 1 or 2 above may, if it so chooses, be represented by counsel employed by it for that purpose in the proceeding.

B. Certification

An appeal from the grant of certification to any Subscriber for any product or the denial of certification to any Subscriber for any product may be taken by any interested person.

If the appeal relates to the grant or denial of certification for reasons relating to toxicity, the appeal shall be made to the Toxicological Advisory Board.

Procedures similar to those employed for the standards development process shall be used.

C. Nature of the Appeal

The appeal proceeding shall be completed within a reasonable length of time and so far as practicable will be of an informal nature. The rules of evidence applied in judicial proceedings shall not be applicable.

D. Time for Appeal Proceeding

Any aggrieved person may, within a reasonable time following action in connection with a standards development proceeding or act relating to a certification determination, notice an appeal. Upon receipt of the letter communication relating to an appeal, ACMI shall have two months in which to establish a date for a hearing if one has been requested. If no hearing has been requested, the appeal proceeding shall be completed to include a determination by either the Toxicological Advisory Board or Appeals Board within 90 days. From the date of a hearing, a determination will be made within 60 additional days.

E. Appeals Board

ACMI shall propose an appeals board in writing. If no objection is made by the appellant, the proposed Board will act as the Appeals Board. If objection is made to the composition of the Appeals Board, ACMI shall appoint those persons to whom objection has not been made and shall select an additional member or members to serve in place of those persons to whom objection has been made.

F. Standards Development

If an appeal is made concerning a proposed standard, the standard shall not be submitted to any other organization for publication and coordination until after the appeal is resolved.

XVII. Amendments

This Manual of Procedure may be repealed, amended or suspended at any time upon recommendation of two-thirds vote of the Board of Directors of ACMI; provided, however, that no amendments shall be contrary to the provisions of the Certification Program Subscription Agreement.

Appendices
A – Q

Certification Process Responsibilties Chart

Subscriber's Responsibilities:

- Submits detailed formula information (ingredients and their percentages) to Duke for evaluation, along with MSDS sheets and sample of the product. Submits either electronically or manually. New members must get their first product evaluated and approved within 9 months of joining ACMI.
- After initial evaluation is completed by Duke, may receive a request for further testing on one or more ingredients in the product. Must then send product to a testing lab to get the additional testing performed and report the results back to Duke. Member is responsible for additional testing costs.
- Receives product approval from Duke and must submit copy of approval to ACMI within 60 days for authorization to use the appropriate ACMI Seal, along with statement that Duke's fees have been paid or will be paid upon invoice, copy of lab report showing quality testing has been performed if applying for the AP Seal with Performance Certification, statement that Duke's labeling requirements will be met and that FHSA typesize and placement requirements will be met if applying for the CL Seal, and a list of colors and color numbers if applicable.
- Receives back from ACMI written authorization to use one of the ACMI Seals and incorporates the Seal and conformance statement into product label, as well as warning information, if applicable.
- "Affidavit of Continuance" forms are completed every other year to maintain certification.
- Responsible for any additional testing on products requested by Duke as new information on ingredients is learned that affects their products.
- Must either reformulate a product or relabel it within 60 days of notification from Duke if new information is learned about an ingredient(s) that changes the certification status of the product from non-toxic to one requiring a warning, or negotiate an acceptable time frame beyond 60 days with Duke, keeping in mind that the LHAMA limit on labeling changes is one year.
- Upon request from Duke, re-submits formula information for products certified for formula verification/ review every five years.
- Type-size and all other labeling requirements.

Duke's Responsibilities:

- Performs initial evaluation on products submitted by members on an average of 15 working days.
- Notifies member of results of initial evaluation, which may include request(s) for additional testing on the product.
- Re-evaluates the product within 15 working days after any additional/outstanding information is received. Reports the results back to the member.
- Once all required information is received from the member and has been evaluated, approval is issued to the member.
- Generic formula information for products requiring labeling is provided to MicroMedex, a poison control information management source (as required under LHAMA).
- Updates ingredient thresholds listing on a continual basis with input from the Toxicological Advisory Board and the Certification Committee as new information on ingredients is learned and informs members of changes that affect their products.
- Risk assessment is revised as new information is learned. Members are notified of any changes that affect their products.
- Performs formula verification/review every five years on all ACMI-certified products.
- Implements mandatory additional testing on products as directed by the Certification Committee and Board of Directors.
- Works with Droege Computing Services to fine-tune the product submission software, process software orders, and oversee the distribution of one software update per year to all software users.
- Handles member questions about the product evaluation process.

ACMI's Responsibilities:

- Processes requests for authorization as received from members, corresponds with members to get any missing information needed in order to complete processing authorization requests.
- When all paperwork is in order, authorization to use the appropriate ACMI Seal is issued to the member for use on their product(s).
- Provides the listing of certified products quarterly to MicroMedex, a poison control information management source, for all non-toxic products in the ACMI program (as required under LHAMA).
- Answers members' questions about the certification and authorization process.
- Revises and issues listing of all ACMI-certified products twice a year and posts revised list on ACMI website bimonthly. Printed list is sent to schools, CPSC, teachers, and consumers.
- Updates member's listing of certified/eligible products as needed.
- Prepares and sends "Affidavit of Continuance" (AOC) mailing to members to maintain certification on their products. Sends reminders to those who don't respond to the initial mailing.
- Issues authorization for "Continued Use of Seal" to members as they complete the AOC mailing.
- Follows up with Duke and members on certification status changes.
- Investigates and follows up on Seal violations or other procedure violations as notified of such situations.
- Makes recommendations to Board and Committees for policy, legal and certification issues.
- Certification Committee oversees aspects of the program.

APPENDIX B *(4 pages)*

SUBSCRIPTION AGREEMENT

TO THE CERTIFICATION PROGRAM OF

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.

AGREEMENT between THE ART AND CREATIVE MATERIALS INSTITUTE, INC., a membership corporation organized under the laws of the State of New York, with its principal office at 99 Derby St., Suite 200, Hingham, Massachusetts (hereinafter called "ACMI"), and the undersigned (hereinafter called "Subscriber").

WITNESSETH:

WHEREAS, ACMI conducts a service available to both its members and non-members for the promulgation and certification of health and quality standards of products listed on Schedule A attached, and is the owner of and has registered certification trademarks known as the "AP" Approved Product Seal, and the "CL" Cautionary Label Seal; and

WHEREAS, the Subscriber manufactures some or all of such products and desires to avail itself of the services conducted by the Certification Program of ACMI;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, it is agreed as follows:

1. The expense of operation of the services hereinafter provided shall be an obligation of ACMI for which the Subscriber agrees to reimburse ACMI as follows: (a) for Active Members of ACMI, by an assessment at a rate fixed from time to time by its Board of Directors under the provisions of the Constitution and Bylaws of ACMI; (b) for any manufacturer, other than an Active Member of ACMI, by an assessment at a rate fixed from time to time by its Board of Directors under the provisions of the Constitution and Bylaws of ACMI.

2. Each new Subscriber will pay all expenses to determine initially the eligibility of its products to qualify for the AP, AP with performance certification, or CL Seal according to the Procedures outlined in the latest revision of the Manual of Procedure of ACMI.

3. The products shall comply with the standards set forth in Schedule B hereto attached, or as such Schedule B may be hereafter modified by two-thirds (2/3rds) vote of the members of ACMI.

4. Each Subscriber agrees to comply with the Manual of Procedure or latest revision thereof used in implementing the program provided for herein.

5. The parties hereto agree that evaluations made by ACMI's Toxicologist and reported to the Subscriber shall be conclusive and binding on the parties subject to the appeal process provided in the Manual of Procedure, as to whether such products or the ingredients thereof are non-toxic or require toxicity labeling (as defined in Schedule B).

6. It is further agreed that, if any time the Subscriber changes the formula of any of its products bearing either the AP, AP with performance certification, or CL Seal or desires an AP, AP with performance certification, or CL Seal for additional colors or products, it will comply with the latest revision of the ACMI Manual of Procedure.

(over please)

7. ACMI agrees that, as soon as the Subscriber's products have been found by the evaluations and tests provided in the Manual of Procedure to be eligible, authorization will be given by ACMI to use the AP, AP with performance certification, or CL Seal as indicated. The Subscriber thereupon acquires a non-exclusive, non-assignable license or licenses to print or use the registered trademark AP Approved Product Seal, or the trademark CL Cautionary Label Seal on or in connection with the distribution of such products.

   The said license or licenses shall be suspended if and when the evaluation of such products as provided in the Manual of Procedure shows that they no longer qualify for such certification marks, and such suspension shall remain in effect until such products have again qualified.

8. It is agreed that reproductions of the AP Approved Product Seal, AP Approved Product with performance certification Seal, or the HL Health Label Seal or CL Cautionary Label Seal, in the possession of the Subscriber, have no intrinsic value; that the same are subject to use only in accordance with the license or licenses as herein provided; and that any unauthorized use of the same shall constitute an infringement of ACMI's property rights therein as protected by trademark laws and by this Agreement.

   The Subscriber agrees that the display of the ACMI Certification Marks, any reference to the ACMI Certification Program or website link to the ACMI in any advertising, promotional or other media, including websites, will be in a context that will not bring disrepute to the Certification Marks, the Certification Program or the ACMI website or associate the Certification Marks, Certification Program or the ACMI website with any pornographic materials or pornographic website links. ACMI shall have complete discretion in its determination of the issue and the Subscriber agrees to expeditiously take action to remove or delete all reference to the ACMI Certification marks, or Certification Program or link to the ACMI website at the request of ACMI.

9. In the event of a dispute relating to the certification program status of particular products or the misuse or infringement of the ACMI Certification Marks, it is agreed ACMI may commence litigation in the United State of America and the Member Company consents to jurisdiction in an appropriate federal or state court selected by ACMI.

10. No amendment, alteration or addition of or to this Agreement, or any part thereof, or Schedule annexed thereto, shall be effective except it be in writing and duly executed by ACMI.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

12. This Agreement shall be effective for the year in which it is executed by the parties hereto and thereafter from year to year until it is cancelled and terminated by the respective parties hereto, upon three (3) months notice in writing duly mailed by either party to the other.

IN WITNESS WHEREOF, ACMI and the Subscriber have duly executed this Agreement this

_____ day of _____, 20___.

The Art & Creative Materials Institute, Inc.

By: _____
Deborah Gustafson, Associate Director

Subscriber

_____
(Company Name)

By: _____
(Signature)

_____
(Name - Please Print)

_____
(Title)

08/12

SUBSCRIPTION AGREEMENT TO THE CERTIFICATION PROGRAM OF THE ART & CREATIVE MATERIALS INSTITUTE. INC.

SCHEDULE A

PRODUCT CATEGORIES ELIGIBLE FOR THE ACMI CERTIFICATION PROGRAM

Adhesives
- Glue
- Polymer
- School Paste

Airbrush Colors, Mediums & Accessories

Brush Care Products

Brushes*

Canvas (Coated)

Ceramics
- Casting Slip
- Clay
- Glaze
- Glazes (Overglazes)
- Glazes (Underglazes)
- Specialty Products
- Stain (Solvent Base)
- Stain (Water Base)

Chalks
- Extruded Colored (for Chalkboard)
- Extruded Colored (for Paper & Crafts)
- Extruded Sight-Saving (for Chalkboard)
- Extruded White (for Chalkboard)
- Molded Colored (for Chalkboard)
- Molded Colored (for Paper & Crafts)
- Molded White (for Chalkboard)

Charcoal

Clays & Modeling Compounds
- Modeling (Oven-Hardening)
- Modeling (Permanently Plastic, Non-Hardening)
- Modeling (Self-Hardening)
- Modeling Dough
- Paper Mache
- Powdered Sculpting & Modeling Mediums
- Thermo Plastic

Cleaners

Cloth*

Colored Sand*

Craft Materials, Misc.*
- Floral Supplies*
- Foil*
- Miscellaneous*
- Plaster Figurines*

Crayons
- Hard Molded
- Molded
- Pressed
- Water Color

Drawing & Lettering Inks & Mediums
- Mediums
- Non-Waterproof Drawing Ink
- Stamp Pad
- Technical Drawing Ink
- Waterproof Drawing Ink

Drawing & Writing Instruments & Accessories
- Accessories (Erasers, Rulers, Sharpeners, Etc.)*
- Colored Pencils
- Gel Pens
- Pencils
- Pens
- Professional Drawing Pencils
- Watercolor Pencils

Gessos & Painting Grounds

Glitter*

Graphic Masking Liquids

Hobby Model Kits & Miniatures*

Labels, Stickers & Transfers*

Markers
- Audio Visual
- Brush Tip
- Calligraphy Marker
- Coloring/Drawing
- Dry Erase/Whiteboard
- Dual Tip
- Fabric
- Fluorescent
- Graphic Art
- Highlighter
- Memo Board
- Metallic
- Permanent
- Scented
- Washable (Non-Permanent)
- Writing

Mediums, Varnishes, Sealers & Fixatives for Acrylics/Polymers
- Fixatives
- Mediums
- Sealers
- Varnishes

Mediums, Varnishes, Sealers & Fixatives for Alkyds/Oils
- Driers
- Fixatives
- Oils
- Painting Mediums (Gel)
- Painting Mediums (Liquid)
- Sealers
- Varnishes

Mediums, Varnishes, Sealers & Fixatives for Charcoals & Pastels

Mediums, Varnishes, Sealers & Fixatives for Watercolors

Mediums, Varnishes, Sealers & Fixatives, Multi-Purpose

Molds & Tools*

Paints
- Acrylic, Artist
- Acrylic, Washable
- Alkyd
- Casein
- Designer Color/Gouache
- Dye
- Enamel
- Fabric/Textile
- Finger Paint (Dry)
- Finger Paint (Liquid)
- Metallic Paste
- Miscellaneous Paints
- Oil
- Pigment (Dry Ground)
- Spray
- Tempera (Cake)
- Tempera (Egg)
- Tempera (Liquid)
- Tempera (Powder)
- Vinyl
- Water Color (Dry Pan)
- Water Color (Liquid)
- Water Color (Powder)
- Water Color (Semi-Moist)
- Water Color (Tube)

Paper*

Pastels
- Hard Pastels
- Oil Pastels
- Soft Pastels

Photographic Materials*
- Accessories*
- Chemicals
- Emulsions*
- Film*

Plastic Art & Craft Materials*

Printing Inks & Supplies
- Block Printing Inks & Mediums, Oil Base
- Block Printing Inks & Mediums, Water Soluble
- Etching Grounds
- Etching Inks, Oil Base
- Etching Inks, Water Base
- Etching Mediums
- Litho Inks
- Litho Mediums
- Screen Printing Inks & Mediums, Accessories (Water Base)
- Screen Printing Inks & Mediums, Acrylic
- Screen Printing Inks & Mediums, Solvent Base
- Screen Printing Inks & Mediums, Textile
- Screen Printing Inks & Mediums, Water Soluble

Product Combinations (Kits)

Restoration/Conservation Products*

Sculpture Materials

Solvents

* = Optional product categories. Please note that all certified products in an optional category generates dues. All categories which are not marked as optional generate dues whether certified or not.

SUBSCRIPTION AGREEMENT

TO THE CERTIFICATION PROGRAM OF

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.

SCHEDULE B

"AP with PERFORMANCE CERTIFICATION" APPROVED PRODUCT SEAL

Qualifications for Use:
Products listed on Schedule A that qualify for the AP with Performance Certification Seal shall contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. In the interpretation and application of this requirement, the opinion of the ACMI Toxicologist shall be final. All of such products shall meet or exceed the specifications set forth in the Product Standards of the Certified Products and Certified Labeling Bureau of The Art and Creative Materials Institute, Inc. or of a recognized standards organization.

"AP" APPROVED PRODUCT SEAL

Qualifications for Use:
Products listed on Schedule A that qualify for the AP Seal shall contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. In the interpretation and application of this requirement, the opinion of the ACMI Toxicologist shall be final.

"CL" CAUTIONARY LABELING SEAL

Qualifications for Use:
Products listed on Schedule A that qualify for the CL Cautionary Labeling Seal shall be, after a toxicological evaluation, properly labeled as required by law, by an appropriate industry standard, or in the opinion of the ACMI Toxicologist, whose opinion in the interpretation and application of this requirement shall be final.

CONFIDENTIAL! **TRADE SECRET INFORMATION!**

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
FORMULATION INFORMATION SHEET

MFG # COMPANY NAME PRODUCT # PRODUCT CATEGORY PRODUCT IS MARKETED TO: CERTIFICATION STATUS

_____ _____ _____ _____ ___ Adult Only (A) ___ Child Only (C) __ 1) AP+PC/AP __ 2) CL
___ Both Adult/Child (B) __ 3) BOTH

BRAND NAME ALT. BRAND NAME 1 ALT. BRAND NAME 2 ALT. BRAND NAME 3

_____ _____ _____ _____

PRODUCT SIZES # OF COLORS LAST APPROVED SUBMITTED BY (LAST NAME, FIRST NAME) SUBMITTED

_____ _____ _____/_____/_____ _____ _____/_____/_____

PLEASE CHECK ONE:
___ NEW PRODUCT ___ NEW COLOR ___ NAME CHANGE ___ FORMULA CHANGE ___ FORMULA REVIEW ___ CERTIFY UPDATE

FORMULATION INFORMATION—ENTER THE FORMULATION INFORMATION FOR EACH INGREDIENT.
INCLUDE ONE ENTRY FOR EACH PIGMENT/DYE WITH HIGH-LOW RANGE ON THIS FORM.
FILL OUT ONE OR MORE COLOR SPECIFIC FORMS FOR EACH PIGMENT/DYE.

TRADE NAME	CHEMICAL NAME	CAS/CI or DCMA #	LOW	HIGH	ALT.
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____
_____	_____	_____	_____%	_____%	_____

CONFIDENTIAL! **TRADE SECRET INFORMATION!**

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
COLOR SPECIFIC INFORMATION SHEET

MFG # COMPANY NAME PRODUCT # BRAND NAME

_____ _____ _____ _____

COLOR SPECIFIC FORMULATION—USE ONE OR MORE FORMS FOR EACH PIGMENT/DYE.

TRADE NAME	CHEMICAL NAME	CAS/CI or DCMA #	COLOR # & COLOR NAME	% LOADING
_____	_____	_____	_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
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			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____
			_____	_____

APPENDIX E

SAMPLE

CONFIDENTIALITY AGREEMENT
(Toxicological Evaluation)

This agreement made and entered into on (date of agreement) is made by and between Duke University ("DUKE"), a nonprofit health care and educational institution located in Durham, North Carolina and Fun Paints, Inc. ("COMPANY"), a corporation having offices in Providence, RI.

Whereas, DUKE's Division of Occupational and Environmental Medicine ("DUKE OEM") has special capabilities for evaluating the toxicological properties of materials; and

Whereas, COMPANY wishes to provide DUKE OEM with information that COMPANY considers to be confidential and proprietary ("INFORMATION") in order for DUKE OEM to conduct such evaluations on the products or categories of products that COMPANY has submitted to DUKE OEM,

Now, therefore, the parties hereby agree to the following terms and conditions:

1. "INFORMATION" will mean all information, including formulas, data and trade secret information, provided by COMPANY to DUKE OEM and clearly identified as "Confidential" at the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days of the initial disclosure reduce such transmittal to writing, mark and identify it as confidential, and provide such record to DUKE OEM.

2. INFORMATION will be provided by COMPANY to Woodhall Stopford, MD, MSPH, in DUKE OEM and will be disclosed by him only to those DUKE employees and contractors who require access to the INFORMATION in order to complete the toxicological evaluation requested by the COMPANY. Any DUKE employee or contractor who has access to this INFORMATION is subject to this agreement.

3. DUKE OEM will use the INFORMATION only to conduct a toxicological evaluation of COMPANY's products or categories of products. No additional rights are provided under any patent applications, trade secrets, or other proprietary rights of COMPANY.

4. DUKE agrees, for a period of three (3) years from the date hereof, that it will treat the INFORMATION with reasonable care to avoid disclosure to any third party, person, firm or corporation; provided however, that DUKE OEM may release that part of the information which is necessary for compliance with labeling requirements of federal and state laws, including the Federal Hazardous Substances Act, the Labeling of Hazardous Art Materials Act, California Proposition 65 or New Jersey Right-to-Know. DUKE OEM may also inform treating physicians or poison control centers of necessary generic formulation information required for patient care or medical advice and may inform others of the standards used in connection with DUKE OEM's toxicological analysis of products or categories of products submitted for review and analysis. This confidentiality agreement shall be automatically renewed at the end of this 3 year term of coverage for an additional three (3) year term, unless DUKE gives Company 6 months notice before the next renewal term takes effect.

5. In the event that any State or other regulatory authority requires the submission or inspection of INFORMATION for the purpose of review or audit of the Art & Creative Materials Institute (ACMI) Certification Program, DUKE or ACMI will notify COMPANY, who may either agree or refuse to permit such submission or inspection.

6. In the event that COMPANY refuses to permit such submission or inspection of INFORMATION to any State or other regulatory authority in connection with any review or audit of the ACMI Certification Program, neither DUKE nor ACMI shall be liable for the consequence of such refusal to submit INFORMATION, which may include the inability of COMPANY to sell or market its products in the jurisdiction of the State or other regulatory authority.

7. Dr. Stopford may employ the criteria specified in the ACMI Manual of Procedure relating to emergency procedures relating to new medical/toxicological evidence relating to the use of any ACMI certification mark.

8. DUKE shall have no obligation, with respect to the INFORMATION, or any part thereof, which:

   a) was already known by DUKE at the time of disclosure, or
   b) becomes publicly known without the wrongful act or breach of this agreement by DUKE, or
   c) is rightfully received by DUKE from a third party on a non-confidential basis, or
   d) is approved for release by written authorization of the COMPANY, or
   e) is subsequently and independently developed by DUKE employees (other than employees in Duke's OEM Toxicology Program) without knowledge of the INFORMATION, or
   f) is disclosed pursuant to any judicial or governmental request, requirement or order, provided that DUKE takes reasonable steps to provide the COMPANY sufficient prior notice in order to contest such request, requirement or order.

9. Any alteration, modification, or amendment to this Agreement must be in writing and signed by both parties.

10. The law of North Carolina shall govern this agreement.

11. This Agreement may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties may execute this Agreement by signing such counterpart.

IN WITNESS WHEREOF, the parties have signed or caused this agreement to be signed as of the dates indicated below.

DUKE UNIVERSITY

By:_____
H. Gilbert Smith, PhD
Associate Director
Office of Science & Technology

Date signed:_____

COMPANY: Fun Paints, Inc.

By:_____

Name:

Title:

Date signed:_____

Acknowledged:

_____
Caroline Davis Rourk, MBA
Administrative Director

APPENDIX F

IMPORTANT!
Please use this form for all product authorization submissions. It will serve as a checklist for you, and will facilitate the quick authorization of your products.

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200, Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550

REQUEST FOR AUTHORIZATION FORM

WE REQUEST AUTHORIZATION TO USE THE:

_____ AP SEAL (Approved Product)

_____ AP SEAL WITH PERFORMANCE CERTIFICATION (Must supply copy of ANSI quality testing report if applying for this certification).

_____ CL SEAL (Cautionary Labeling)

_____ CHECK HERE IF USING NO ACMI SEAL WITH a CA PROP 65 WARNING (Applies to otherwise non-toxic products only) *

**** Please be reminded that if using CA Prop 65 language on a product that is non-toxic under LHAMA, you must use the CL Seal (not the AP Seal) or no ACMI Seal. It is also important that members inform both ACMI and Duke when they are using a CA Prop 65 warning on a product.***

ON THE FOLLOWING BRAND NAME(S)/(full *name of product on label*):
*Please list **all** brand names/product names that apply (attach a separate sheet for additional brand names if needed).* ***NOTE: If a private label/licensee situation, please be sure to also list the ACMI Licensee company name in parenthesis next to that brand name.***

_____
_____
_____

UNDER THE FOLLOWING PRODUCT CATEGORY:
See separate listing of eligible product categories .

_____
(PRODUCT CATEGORY – *see attached listing*)

_____ **As a new product.**

_____ **As a previously-approved product to qualify for a *different* certification.**

_____ **As a previously-approved product to maintain the same certification, we request authorization for *(please check all that apply):***

_____ an additional brand name(s)

_____ a brand name change (this product formerly called:_____)

_____ an alternate formula to an existing brand name

_____ new color(s) as attached

_____ a formula change

_____ formula review

AS REQUIRED, ATTACHED ARE:

_____ 1. The Institute copy of the Toxicologist's approval form (should **NOT** include the product formula information.)

and if applicable:

_____ 2. A **list of the approved colors and color numbers** and verification of whether this completes all colors in the line.
_____ 3. For the **AP (Approved Product) Seal with Additional Performance Certification (AP+PC)** a copy of an accredited commercial lab report indicating that the product meets the requirements of ANSI Z_____ or ASTM _____.
_____ 4. For the **CL (Cautionary Labeling) Seal or Mixed Labeling,** a copy of the toxicologist's required labeling information or color specific labeling information.

AS REQUIRED, WE CONFIRM THE FOLLOWING:

_____ 1. That the fees of the Toxicologist and any applicable testing lab fees have been paid or will be paid upon invoice.
_____ 2. That the statement "Conforms to ASTM D-4236" will appear on our product label as required under LHAMA.
_____ 3. That the Toxicologist's labeling requirements and FHSA typesize and placement requirements are being met for products approved for the **CL (Cautionary Labeling)** Seal.

_____ ***I hereby confirm that the information required above is included with this submission.***

SIGNED_____COMPANY_____DATE_____

PRODUCT CATEGORIES ELIGIBLE FOR THE ACMI CERTIFICATION PROGRAM

Adhesives
- Glue
- Polymer
- School Paste

Airbrush Colors, Mediums & Accessories

Brush Care Products

Brushes*

Canvas (Coated)

Ceramics
- Casting Slip
- Clay
- Glaze
- Glazes (Overglazes)
- Glazes (Underglazes)
- Specialty Products
- Stain (Solvent Base)
- Stain (Water Base)

Chalks
- Extruded Colored (for Chalkboard)
- Extruded Colored (for Paper & Crafts)
- Extruded Sight-Saving (for Chalkboard)
- Extruded White (for Chalkboard)
- Molded Colored (for Chalkboard)
- Molded Colored (for Paper & Crafts)
- Molded White (for Chalkboard)

Charcoal

Clays & Modeling Compounds
- Modeling (Oven-Hardening)
- Modeling (Permanently Plastic, Non-Hardening)
- Modeling (Self-Hardening)
- Modeling Dough
- Paper Mache
- Powdered Sculpting & Modeling Mediums
- Thermo Plastic

Cleaners

Cloth*

Colored Sand*

Craft Materials, Misc.*
- Floral Supplies*
- Foil*
- Miscellaneous*
- Plaster Figurines*

Crayons
- Hard Molded
- Molded
- Pressed
- Water Color

Drawing & Lettering Inks & Mediums
- Mediums
- Non-Waterproof Drawing Ink
- Stamp Pad
- Technical Drawing Ink
- Waterproof Drawing Ink

Drawing & Writing Instruments & Accessories
- Accessories (Erasers, Rulers, Sharpeners, Etc.)*
- Colored Pencils
- Gel Pens
- Pencils
- Pens
- Professional Drawing Pencils
- Watercolor Pencils

Gessos & Painting Grounds

Glitter*

Graphic Masking Liquids

Hobby Model Kits & Miniatures*

Labels, Stickers & Transfers*

Markers
- Audio Visual
- Brush Tip
- Calligraphy Marker
- Coloring/Drawing
- Dry Erase/Whiteboard
- Dual Tip
- Fabric
- Fluorescent
- Graphic Art
- Highlighter
- Memo Board
- Metallic
- Permanent
- Scented
- Washable (Non-Permanent)
- Writing

Mediums, Varnishes, Sealers & Fixatives for Acrylics/Polymers
- Fixatives
- Mediums
- Sealers
- Varnishes

Mediums, Varnishes, Sealers & Fixatives for Alkyds/Oils
- Driers
- Fixatives
- Oils
- Painting Mediums (Gel)
- Painting Mediums (Liquid)
- Sealers
- Varnishes

Mediums, Varnishes, Sealers & Fixatives for Charcoals & Pastels

Mediums, Varnishes, Sealers & Fixatives for Watercolors

Mediums, Varnishes, Sealers & Fixatives, Multi-Purpose

Molds & Tools*

Paints
- Acrylic, Artist
- Acrylic, Washable
- Alkyd
- Casein
- Designer Color/Gouache
- Dye
- Enamel
- Fabric/Textile
- Finger Paint (Dry)
- Finger Paint (Liquid)
- Metallic Paste
- Miscellaneous Paints
- Oil
- Pigment (Dry Ground)
- Spray
- Tempera (Cake)
- Tempera (Egg)
- Tempera (Liquid)
- Tempera (Powder)
- Vinyl
- Water Color (Dry Pan)
- Water Color (Liquid)
- Water Color (Powder)
- Water Color (Semi-Moist)
- Water Color (Tube)

Paper*

Pastels
- Hard Pastels
- Oil Pastels
- Soft Pastels

Photographic Materials*
- Accessories*
- Chemicals
- Emulsions*
- Film*

Plastic Art & Craft Materials*

Printing Inks & Supplies
- Block Printing Inks & Mediums, Oil Base
- Block Printing Inks & Mediums, Water Soluble
- Etching Grounds
- Etching Inks, Oil Base
- Etching Inks, Water Base
- Etching Mediums
- Litho Inks
- Litho Mediums
- Screen Printing Inks & Mediums, Accessories (Water Base)
- Screen Printing Inks & Mediums, Acrylic
- Screen Printing Inks & Mediums, Solvent Base
- Screen Printing Inks & Mediums, Textile
- Screen Printing Inks & Mediums, Water Soluble

Product Combinations (Kits)

Restoration/Conservation Products*

Sculpture Materials

Solvents

* = Optional product categories. Please note that all categories except optional categories generate dues whether certified or not. In optional categories, only certified products generate dues. An ACMI optional category does not necessarily mean that the category is not enforced under LHAMA by CPSC. ACMI optional categories may include general use products not enforceable under LHAMA, unless they are marketed as art materials. Writing Instruments are mandatory unless they comply to LHAMA in other certification programs.

APPENDIX G

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.acminet.org

LICENSE AGREEMENT

AGREEMENT made as of _____, 20____, by and between The Art & Creative Materials Institute, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, with a principal location at 99 Derby Street, Hingham, Massachusetts (hereinafter "Institute") and _____, a corporation organized under the laws of _____, with a principal place of business at _____ _____, (hereinafter "Licensee").

Whereas the Institute is the owner of the AP certification mark (hereinafter the "AP Mark") and the CL certification mark (hereinafter the "CL Mark"); and

Whereas the prospective Licensee desires to be licensed to use the AP and/or CL Mark on products made by a Subscribing Member of the Institute and to sell such products under its own name; and

Whereas the Institute is prepared to license the use of the AP and/or CL Mark provided that the Licensee complies with the requirements of the Manual of Procedure of the Certified Products and Certified Labeling Bureau of the Institute or the latest revision thereof;

Now, therefore, the parties hereby agree as follows:

First: The Institute grants to the Licensee the right to use the AP and/or CL Mark on only those products that are subsequently authorized by the Institute and with subsequent notification by the Institute to the Licensee at the time of authorization of such products in the United States of America.

Second: The Licensee agrees to cooperate with the Institute in conducting random tests as provided for in the Manual of Procedure of the Institute with all fees paid by the Subscribing Member in connection with such tests of its products.

Third: Whenever the Licensee uses the AP and/or CL Mark in catalogues, advertising or in any other manner in connection with the authorized products, the Licensee shall comply with the limitations on use of AP and CL Mark contained in the Manual of Procedure of the Institute. Licensee shall provide to the Institute samples of all advertising, catalogues, packages, labels and labeling used by Licensee which depict, refer or relate to the AP and/or CL Mark.

Fourth: The right granted in paragraph First hereof shall be non-exclusive and shall not be transferable without the Institute's prior written consent.

(Continued)

LOOK FOR THESE SEALS……

& ANSI Performance Standard Z356._X

Fifth: The Institute assumes no liability to Licensee or third parties with respect to the characteristics of the products sold by the Licensee under the AP and/or CL Mark if such products fail to conform to the standards applicable to such products. The Licensee will indemnify the Institute against losses incurred through claims of third parties against the Institute involving products of the Licensee bearing the AP and/or CL Mark which fail to conform to the standards applicable to such products.

Sixth: The right to use the AP and/or CL Mark granted by this agreement shall be for a period of one year (from the date of written authorization to use the Seal to a year from this date). This License shall automatically be renewed each year thereafter provided the ACMI member who manufactures the product obtains permission for the continued use of the Seals in accordance with the procedures of the ACMI Certification Program and/or unless terminated in writing by either party. This License may terminate, either wholly or in part, as provided by the Manual of Procedure with respect to products failing to meet applicable standards.

Seventh: The Licensee acknowledges the Institute's exclusive right, title, and interest in and to the AP and/or CL Mark and will not at any time during the period of this License do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the AP and/or CL Mark or registration thereof, the Licensee acknowledges that use of the AP and/or CL Mark shall not create in the Licensee's favor any right, title or interest in or to the AP and/or CL Mark. Upon termination of this Agreement in any manner provided herein, the Licensee will cease and desist from all use of the AP and/or CL Mark. Upon termination of this Agreement, the Licensee may continue to sell products in inventory on which the AP and/or CL Mark appear for a period of time not to exceed two years from the date of termination. No further use of the AP and/or CL Mark shall be permitted unless a new License Agreement is executed. If the products fail to meet applicable standards either during the term of the License Agreement or subsequent thereto, the Licensee will cease and desist from all use of the AP and/or CL Mark in any way (and will deliver to the Institute or its duly authorized representatives, all materials and papers upon which the AP and/or CL Mark appears). The Licensee will at no time adopt or use, without the Institute's prior written consent, any word or mark which is likely to be similar to or that could be confused with the AP and/or CL Mark or other marks owned by the Institute.

Eighth: Licensee agrees to cooperate with Licensor in defense of any action challenging the validity of the AP and/or CL Mark during the period of this License.

Ninth: Except as the laws of the United States of America may control this Agreement, this Agreement shall be governed by the laws of the State of New York.

In witness whereof this agreement has been executed as of the day and year first above written.

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.

By: _____
Deborah S. Gustafson
Associate Director, ACMI

_____
(Licensee Company Name)

By: _____
President

_____
(Name – Please Print)

APPENDIX H

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.acminet.org

LIMITED LICENSE AGREEMENT

Date:

TO:_____
(Name of Third Party Company)

Dear _____:

The Art & Creative Materials Institute, Inc. (ACMI) has been requested by a Subscriber (_____) to permit use of the ASTM D 4236 "conformance statement" on a product manufactured for your company (_____) by the Subscriber company of ACMI.

The product formulation is identical to the one certified by ACMI for the Subscriber and will be sold by your company under its own name or brand name as follows:

_____

_____

This agreement is specific to this brand name as manufactured by this Subscriber company of ACMI only.

Federal law requires that all art material products be evaluated by a toxicologist whose protocols and procedures must be on file with the Consumer Product Safety Commission (CPSC), as well as the names of the products evaluated. In addition, certain formulation information must be provided to a Poison Control Center.

This letter, when signed by an appropriate representative of your company, the ACMI Subscriber and ACMI, shall serve as ACMI's authorization for the above product(s) to bear the appropriate conformance statement and required warning, if any, applicable to the Subscriber's product, which has been based on the ACMI formulation evaluation.

ACMI disclaims any proprietary interest in the phrase "Conforms to ASTM D 4236" but reserves all of its rights and those of the Duke University Medical Center in the underlying formulation analysis as they apply to the product.

(over please)

ACMI will report the compliance of this product to ASTM D 4236 to CPSC and supply the necessary information to a poison control exposure information management service. The Subscriber company will comply to all other aspects of the ACMI program for this product, including dues, random testing, and formulation changes and/or reviews. Compliance with all other aspects of LHAMA will be the responsibility of the member company. Any other laws governing the art material product is your company's responsibility.

Except for this limited and non-exclusive license from ACMI for use of the conformance statement, no advertising or promotion of ACMI's name or that of the ACMI Product Certification Program may be made by your company. The use of ACMI's product certification marks is not permitted under the terms of this agreement. ACMI will not include your product on its approved-product list, your company name in its membership list or promote your product(s) or company in any other way.

It is expressly agreed by your company not to misrepresent the certification status of the product under the ACMI Certification Program except that the company may state that the formulation has been reviewed by a toxicologist on behalf of the ACMI Subscriber Company.

This permission is granted for a period of one year (from the date of authorization to use the conformance statement to a year from this date) but may be extended by ACMI upon written request of the Limited Licensee.

Agreed to:

Dated: _____ _____

Limited Licensee Applicant (include signature of person executing agreement and their title)

_____

Limited Licensee's Company Name

Dated: _____ _____

ACMI Subscriber Company (include signature of person executing agreement and their title)

_____

ACMI Subscriber's Company Name

Dated: _____ _____

ACMI Associate Director

* **An alternative License Agreement to one permitting use of the ACMI Certification Marks on products manufactured by ACMI Members for Third Parties for those instances in which the Third Parties prefer not to use the ACMI Certification Marks.**

APPENDIX I

AFFIDAVIT OF CONTINUANCE
OF THE
CERTIFICATION PROGRAM
OF
THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, Massachusetts 02043

AFFIDAVIT CERTIFYING COMPLIANCE TO ALL OF THE REQUIREMENTS OF THE MANUAL OF PROCEDURE OF THE CERTIFICATION PROGRAM OF THE ART & CREATIVE MATERIALS INSTITUTE, INC.

STATE OF _____)
: SS.:
COUNTY OF _____)

I, _____, being duly sworn, depose and say that I am the

_____(or) in the employ of _____(the company).
(title)

☐ **SECTION A - For products manufactured by the company (if applicable, please check box):**

I am in charge of determining the chemical and physical content of the products on the Product Listing of the company which are manufactured by the company and have on the product, container or package thereof any one of the Certification Seals of The Art & Creative Materials Institute, Inc. (ACMI) and the statement "Conforms to ASTM D-4236" as provided by the Labeling of Hazardous Art Materials Act (LHAMA) and regulations issued pursuant thereto;

That, based upon the instructions which I have issued to the employees of the company in respect of the chemical and physical content of the aforesaid products and my knowledge of the work of said employees done pursuant to said instructions in the course of the regular performance of their duties, I hereby certify:

That the products on the Product Listing of the company bearing the Certified Product Seal or Approved Product Seal with Performance Certification contain only the non-toxic colors and materials of the composition heretofore approved by the Toxicologist retained by ACMI and conform to the requirements and specifications established by him as necessary to insure a non-toxic product; and will meet and continue to meet or exceed the specifications set forth in the Product Standards issued by ACMI through recognized standards organizations;

That the products on the Product Listing of the company bearing the Approved Product Seal of ACMI contain only the non-toxic colors and materials of the composition heretofore approved by the Toxicologist retained by ACMI and conform to the requirements and specifications established by him as necessary to insure a non-toxic product;

That the products on the Product Listing of the company bearing the CL (Cautionary Labeling) Seals of ACMI contain only the colors and materials of the composition heretofore approved by the Toxicologist retained by ACMI and conform to the toxicity labeling requirements set forth by law, by an approved standard, or in the opinion of the Toxicologist, and also conform to the Federal Hazardous Substances Act (FHSA) typesize and placement requirements set forth by the Consumer Product Safety Commission (CPSC);

That, where any one of the ACMI Certification Seals are displayed in the regular catalog of the company for the products on the Product Listing of the company, the display of such mark or marks will be accompanied by a statement identical, or in substance, as follows:

"Products bearing the AP Approved Products Seal with Performance Certification of The Art & Creative Materials Institute, Inc. (ACMI) are certified in a program of toxicological evaluation by a medical expert to contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. This program is

- continued -

reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Labeling of Hazardous Art Materials Act (LHAMA) and the chronic hazard labeling standard ASTM D-4236. In addition, there is no physical hazard as defined within 29CFR Part 1910.1200(c). Products bearing the AP Seal with Performance Certification also meet specific requirements of material, workmanship, working qualities and color described in the appropriate Product Standard issued by ACMI through recognized standards organizations."

"Products bearing ACMI's AP Approved Products Seal are certified in a program of toxicological evaluation by a medical expert to contain no materials in sufficient quantities to be toxic or injurious to humans or to cause acute or chronic health problems. This program is reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Labeling of Hazardous Art Materials Act (LHAMA) and the chronic hazard labeling standard ASTM D-4236. In addition, there is no physical hazard as defined within 29CFR Part 1910.1200(c)."

"Products bearing ACMI's CL (Cautionary Labeling) Seal are certified to be properly labeled in a program of toxicological evaluation by a medical expert. This program is reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Labeling of Hazardous Art Materials Act (LHAMA) and the chronic hazard labeling standard ASTM D-4236";

That, in the event of any change in the composition of any product listed on the Product Listing of the company and bearing any one of the ACMI Certification Seals, or the planned use of these marks on other products, I will follow all of the requirements of the Manual of Procedure of the Certification Program of The Art & Creative Materials Institute, Inc.;

That, as required under ASTM D-4236 and LHAMA, information as necessary on all products will be supplied to a poison exposure management information service (currently supplied by ACMI and the Toxicologist);

That, in the event that a third party is selected to manufacture or supply a product, or materials or compounds to be used in products, with any one of the ACMI Certification Seals, I will insure that the formula of such product, or materials or compounds, is submitted for advance approval to the Toxicologist and once such formula is approved by the Toxicologist, will insure that no change in such formula will be made without prior notification and approval by the Toxicologist.

That, in order to improve certification program management, I agree to the release of necessary information (except formulas) concerning products submitted to the Toxicologist by the Toxicologist to ACMI staff, who have signed a confidentiality agreement, or to ACMI Counsel as may be required by ACMI or the Toxicologist.

☐ **SECTION B - For third party manufactured products sold under the company's brand name(s). (if applicable, please check box):**

I am responsible for ensuring compliance with the certification program requirements for all products manufactured by ACMI member manufacturers and/or other non-member manufacturers and sold under the company's brand name(s). I have reviewed the ACMI Manual of Procedure and do hereby certify:

That, based on information provided to me by such manufacturers, this company is in compliance with ACMI certification program requirements. Affidavits from other such manufacturers for products sold by this company, as required by ACMI, are attached hereto.

That, based on such information, all of such products manufactured for the company are labeled with the appropriate ACMI certification mark and are described in accordance with ACMI program requirements in product catalogs or other media.

That, in order to improve certification program management, I agree to the release of necessary information concerning products submitted to the Toxicologist by the Toxicologist to ACMI staff, who have signed a confidentiality agreement, or to ACMI Counsel as may be required by ACMI or the Toxicologist.

_____
Signature

Sworn to before me this

_____ day of _____, 20____

_____

APPENDIX J

PRODUCT CATEGORIES ELIGIBLE FOR THE ACMI CERTIFICATION PROGRAM

Adhesives
- Glue
- Polymer
- School Paste

Airbrush Colors, Mediums & Accessories

Brush Care Products

Brushes*

Canvas (Coated)

Ceramics
- Casting Slip
- Clay
- Glaze
- Glazes (Overglazes)
- Glazes (Underglazes)
- Specialty Products
- Stain (Solvent Base)
- Stain (Water Base)

Chalks
- Extruded Colored (for Chalkboard)
- Extruded Colored (for Paper & Crafts)
- Extruded Sight-Saving (for Chalkboard)
- Extruded White (for Chalkboard)
- Molded Colored (for Chalkboard)
- Molded Colored (for Paper & Crafts)
- Molded White (for Chalkboard)

Charcoal

Clays & Modeling Compounds
- Modeling (Oven-Hardening)
- Modeling (Permanently Plastic, Non-Hardening)
- Modeling (Self-Hardening)
- Modeling Dough
- Paper Mache
- Powdered Sculpting & Modeling Mediums
- Thermo Plastic

Cleaners

Cloth*

Colored Sand*

Craft Materials, Misc.*
- Floral Supplies*
- Foil*
- Miscellaneous*
- Plaster Figurines*

Crayons
- Hard Molded
- Molded
- Pressed
- Water Color

Drawing & Lettering Inks & Mediums
- Mediums
- Non-Waterproof Drawing Ink
- Stamp Pad
- Technical Drawing Ink
- Waterproof Drawing Ink

Drawing & Writing Instruments & Accessories
- Accessories (Erasers, Rulers, Sharpeners, Etc.)*
- Colored Pencils
- Gel Pens
- Pencils
- Pens
- Professional Drawing Pencils
- Watercolor Pencils

Gessos & Painting Grounds

Glitter*

Graphic Masking Liquids

Hobby Model Kits & Miniatures*

Labels, Stickers & Transfers*

Markers
- Audio Visual
- Brush Tip
- Calligraphy Marker
- Coloring/Drawing
- Dry Erase/Whiteboard
- Dual Tip
- Fabric
- Fluorescent
- Graphic Art
- Highlighter
- Memo Board
- Metallic
- Permanent
- Scented
- Washable (Non-Permanent)
- Writing

Mediums, Varnishes, Sealers & Fixatives for Acrylics/Polymers
- Fixatives
- Mediums
- Sealers
- Varnishes

Mediums, Varnishes, Sealers & Fixatives for Alkyds/Oils
- Driers
- Fixatives
- Oils
- Painting Mediums (Gel)
- Painting Mediums (Liquid)
- Sealers
- Varnishes

Mediums, Varnishes, Sealers & Fixatives for Charcoals & Pastels

Mediums, Varnishes, Sealers & Fixatives for Watercolors

Mediums, Varnishes, Sealers & Fixatives, Multi-Purpose

Molds & Tools*

Paints
- Acrylic, Artist
- Acrylic, Washable
- Alkyd
- Casein
- Designer Color/Gouache
- Dye
- Enamel
- Fabric/Textile
- Finger Paint (Dry)
- Finger Paint (Liquid)
- Metallic Paste
- Miscellaneous Paints
- Oil
- Pigment (Dry Ground)
- Spray
- Tempera (Cake)
- Tempera (Egg)
- Tempera (Liquid)
- Tempera (Powder)
- Vinyl
- Water Color (Dry Pan)
- Water Color (Liquid)
- Water Color (Powder)
- Water Color (Semi-Moist)
- Water Color (Tube)

Paper*

Pastels
- Hard Pastels
- Oil Pastels
- Soft Pastels

Photographic Materials*
- Accessories*
- Chemicals
- Emulsions*
- Film*

Plastic Art & Craft Materials*

Printing Inks & Supplies
- Block Printing Inks & Mediums, Oil Base
- Block Printing Inks & Mediums, Water Soluble
- Etching Grounds
- Etching Inks, Oil Base
- Etching Inks, Water Base
- Etching Mediums
- Litho Inks
- Litho Mediums
- Screen Printing Inks & Mediums, Accessories (Water Base)
- Screen Printing Inks & Mediums, Acrylic
- Screen Printing Inks & Mediums, Solvent Base
- Screen Printing Inks & Mediums, Textile
- Screen Printing Inks & Mediums, Water Soluble

Product Combinations (Kits)

Restoration/Conservation Products*

Sculpture Materials

Solvents

* = Optional product categories. Please note that all certified products in an optional category generates dues. All categories which are not marked as optional generate dues whether certified or not.

APPENDIX K

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.acminet.org

Statement on Appropriateness of Products to User

It is suggested that ACMI members incorporate the following statement, or one similar to it, regarding the appropriateness of a product to the user. This piece could be incorporated into the information section of a member's product catalog.

"We recommend when specifying or purchasing art materials, particularly for institutional use, that you carefully consider the ultimate consumer. In cases where products may be used in nursery or elementary school classes (K-6) or in environments with physically or mentally handicapped persons who may be unable to read or understand safety labeling, you should specify and purchase materials which are AP or AP with performance certification certified non-toxic products. Specification and purchase of those materials will ensure that even the most sensitive populations can safely enjoy creative art and craft activities.

Other products which carry the CL Seal, and appropriate cautions for safe use, can safely be used by those persons who are able to read, understand and follow suggested safety precautions for handling those materials. Many such art products cannot be made non-hazardous, but are necessary for certain creative activities. When used in properly supervised and controlled conditions, they can be enjoyed with complete safety. We hope you will maximize the safe and enjoyable use of art materials for your customers by selecting and specifying suitable products for rewarding arts and crafts."

LOOK FOR THESE SEALS……

& ANSI Performance Standard Z356._X

Important Note About ACMI Certification Marks

In revising this Manual, we have changed references to the ACMI Seals to reflect the new AP and CL Seals. However, there may still be older ACMI Seals on product packaging out in the marketplace. For all new products, or any change to the product (i.e. formula is changed, brand name is changed, certification status changes, additional colors are added to an existing product line, etc.) authorization will be granted for the new Seals only. It is expected that all members will have transitioned over to use of the new AP and CL Seals with the "TM" Symbol by the deadlines shown below under each new Seal. ACMI Members have been asked to transition to the new AP and CL Seals with the "®" symbol as quickly as possible on their products with their next printing of labels/packaging.

New AP Seal For Use on Non-Toxic Products:

AP (Approved Product) Seal
To replace former non-toxic marks at right by January 2009.

Former ACMI Non-Toxic Seals:

No Health Labeling Required

New CL Seal For Use on Products Requiring Labeling, Along with Label Language Required by the Toxicologist:

CL (Cautionary Labeling) Seal
To replace former HL (Cautions Required) Seal at right by January 2004.

Former ACMI Seal Used on Products Requiring Labeling, Along with Label Language Required by the Toxicologist:

APPENDIX M

AFFIDAVIT OF DISCONTINUANCE
OF THE
CERTIFICATION PROGRAM
OF
THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, Massachusetts 02043

AFFIDAVIT CERTIFYING DISCONTINUATION OF PRODUCTS BEARING
APPROVED PRODUCTS (AP) AND CAUTIONARY LABELING (CL) SEALS
TO COMMERCIAL STANDARDS, PRODUCT STANDARDS FOR
ACMI CERTIFICATION PROGRAM STANDARDS

STATE OF _____)
: SS.:
COUNTY OF _____)

I, _____, being duly sworn, depose and say that I am

The _____(or) in the employ of _____ and am in charge
(title) (the company)

of determining the chemical and physical content of the products hereinafter listed which are manufactured by the company and have on the container or package thereof the Approved Product Seal or the Cautionary Labeling Seal of The Art & Creative Materials Institute, Inc.;

That, based upon the instructions which I have issued to the employees of the company in respect of the packaging, labeling and instructions for product use, and my knowledge of the work of said employees done pursuant to said instructions in the course of the regular performance of their duties, I hereby certify:

That the products hereinafter listed of the company no longer have on the container or package thereof the Approved Product Seal or the Cautionary Labeling Seal of The Art & Creative Materials Institute, Inc.;

That the Approved Product and Cautionary Labeling Seals are no longer displayed in the regular catalog of the company, on the company's website, any advertising literature, or any other written materials for the products hereinafter listed;

_____
Signature

_____
Company Name

Sworn to before me this

_____ day of _____, 20____

APPENDIX N

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.acminet.org

ACMI STAFF CONFIDENTIALITY AGREEMENT

Agreement made and entered into this _____ day of _____, 20___ between The Art and Creative Materials Institute, Inc., a not-for-profit corporation organized under the laws of the State of New York, with a principal office in Hingham, Massachusetts, ("ACMI") and ("Staff") _____, a member of the Staff employed by The Art and Creative Materials Institute, Inc. ("ACMI").

Whereas, ACMI conducts a product certification program on behalf of its members, interacts with consulting Toxicologists, bills members for dues based on confidential information supplied to it by its independent accountant, interacts with its members concerning issues relating to labeling, reviews information to be submitted from time to time to federal and other legislative or regulatory bodies, and;

Whereas, in the course of performing services for ACMI, it is both necessary and required as part of Staff responsibilities to obtain, review and process some confidential information or data from time to time.

Therefore, the parties agree as follows:

1. For certification program management, Staff may receive from consulting Toxicologists at Duke University Medical Center information and data, excepting formulation information, concerning the status of products submitted to Duke for evaluation by ACMI members in the certification program process, provided such information or data shall not be provided to Staff if it would conflict with the obligations of the Toxicologists to maintain the confidentiality of formulation or other information. In the event of conflict, such information or data may be provided to Staff if a written waiver of confidentiality is obtained from the member company or member companies affected.

2. Staff may receive directly from a member company or member companies specific limited formulation information as to specific ingredients, for discussion or consultation on certification program issues.

3. Staff may receive from members and prospective members information about products and product categories necessary to the membership application and retention process for which a member may claim confidentiality.

4. Staff, for dues billing and collection purposes, may receive from ACMI's independent accountant dues amounts to be billed to a member based on the dues formula and based on reported sales to the accountant.

5. In the event, Staff is mistakenly sent sales figures and/or formula information by members, the information will be (1) transmitted to either the independent accountant or consulting Toxicologists as appropriate or (2) destroyed, following notice to the submitting member.

6. All of such information of a confidential nature (i.e. unmarketed products, identity of third party manufacturers, product testing, limited formulation information relating to product ingredients, products under development, dues amounts, sales figures) as specifically identified in the preceding paragraphs 1 through 5 above will be held in confidence but may be discussed with other Staff, subject to similar agreements, and may be reported to the Executive Committee and Board of Directors of ACMI in the aggregate without specific product identification and may be disclosed to the particular member company to whom the information relates. Dues amounts owed and delinquent from specific member companies may be disclosed in the aggregate to the Board of Directors.

7. ACMI Staff may also consult with Legal Counsel as to all of such matters specified above, such communications and consultation to be subject to attorney/client privilege. In addition, legal counsel may also provide to Staff opinions, recommendation for action by ACMI, and other information subject to attorney/client privilege, which shall be regarded as confidential to ACMI or to ACMI and its Officers or to ACMI and members as appropriate.

8. In the event of a request for such confidential information from a third party, whether in the form of legal processes or otherwise, Staff shall provide reasonable notice to the involved member company or companies of such request.

Dated:_____, 20___

The Art & Creative Materials Institute, Inc.

By _____

_____
(Name) ACMI Staff Member

THE ART & CREATIVE MATERIALS INSTITUTE, INC.
99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.acminet.org

Contact Information for ACMI Staff

Who Do I Contact When I Have Questions?

If you have technical or toxicological questions, questions about evaluation costs, questions concerning the status of a product in the evaluation process, questions about an evaluation invoice or payment of the invoice, Caroline Rourk at Duke should be your first point of contact. She will direct you to the appropriate person if necessary. For specific questions about service at Duke or ACMI, please contact ACMI directly or Caroline Rourk at Duke.

The ACMI Toxicological Staff at Duke is:

Dr. Tom Brock, Principal Toxicologist, e-mail: brock003@mc.duke.edu
Dr. Woodhall Stopford, Consulting Toxicologist, e-mail: stopf001@mc.duke.edu
Dr. Larry Cook, Assistant Toxicologist, e-mail: cook0033@mc.duke.edu
Dr. Paul James, Assistant Toxicologist, e-mail: paul.james@duke.edu
Caroline Rourk, Program Administrator (Quality Assurance, Billing Concerns)
e-mail: rourk003@mc.duke.edu
Robbie Bass, Technical Manager (Evaluation Status, Software Issues),
e-mail: bass0028@mc.duke.edu

All of the above individuals can be reached at:
Tel. (919) 681-6535 Fax (919) 286-5647

If you have questions about product authorization status (once a product has been approved by Duke), membership procedures, legislative issues, public relations issues, or have concerns you would like to air, you should contact the ACMI Management Staff.

The ACMI Management Staff is:

David Baker, Executive Director, email: dbaker@acminet.org
Debbie Gustafson, Associate Director, e-mail: debbieg@acminet.org
Debbie Munroe, Certification Director, e-mail: debbiem@acminet.org

All of the above individuals can be reached at:
Tel. (781) 556-1044 Fax (781) 207-5550

Last updated 09/13

LOOK FOR THESE SEALS……

Conforms to ASTM D 4236

Conforms to ASTM D 4236
& ANSI Performance Standard Z356._X

Conforms to ASTM D 4236

APPENDIX P

The Art & Creative Materials Institute, Inc.
99 Derby St., Suite 200, Hingham, MA 02043 USA
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www.acminet.org

NEW AND REVISED PROCEDURES FOR SUBMISSION OF DUES PAYMENTS, TOXICOLOGICAL FEE PAYMENTS TO DUKE, SALES FIGURES FOR DUES COMPILATION, AFFIDAVIT OF CONTINUANCE PAPERWORK, PRODUCT SUBMISSION TIMING, SALES CHANGES, AND COMPLETION OF RANDOM TESTING REQUESTS

(Adopted November 5, 2002 and last amended 4/12/05)

The ACMI Board of Directors voted the following changes in the procedures for submission of the above requirements as follows:

- An initial billing or request of the above requirements by ACMI or Duke establishes a 60-day due date.

- A reminder billing or request will be issued 30 days from the initial billing or request.

- A letter warning of delinquency will be issued in a subsequent 30 days. (Delinquency means that all ACMI and Duke services stop with the letter of delinquency to the CEO of the member company until the membership is brought back into good standing.) This letter will also include:

    1. Notification of possible suspension or termination of certification/membership by the Board for non-submission of any of the above items,
    2. Notification of the assessment of a **new $1,000 re-instatement fee** if a member enters the suspension process,
    3. Notification that a delinquency letter and all future correspondence will be sent to the CEO of the member company in 15 days unless the membership is brought back into good standing. As noted above, delinquency means that all ACMI and Duke services stop until the membership is brought back into good standing.

- A formal 15-day courtesy period of personal contact by ACMI by telephone, fax or e-mail will be instituted.

- After the 15-day courtesy period, a delinquency letter will be sent to the CEO of the member company with a copy to the dues and/or certification contact. This letter will inform the member that all ACMI and Duke services have been discontinued until the membership is brought back into good standing.

- After an additional 30 days, a letter of suspension will be issued with an invoice for the $1,000 re-instatement fee to the CEO of the member company with a copy to the dues and/or certification contact.

- After termination by the Board, a letter of termination will be issued to the CEO of the member company, with a copy to the dues and/or certification contact, which will allow a re-instatement period of 30 days in which the member company must submit the payments or necessary information and the $1,000 re-instatement fee without having to re-apply for certification/ membership.

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ACMI Violation Procedures

(Last revised on August 16, 2007)

The following procedures are conducted by ACMI staff when they learn of a Seal violation:

1. Obtain a sample of the product or product packaging in question.

2. Contact Duke to see if the product is in their database.

3. **If the product has been evaluated by Duke,** contact the ACMI member manufacturer to get the product authorized to bear the appropriate ACMI Seal. If the product is made by an ACMI member for a non-member (Licensee), make sure the non-member company signs a License Agreement with ACMI. If the manufacturer is a non-member, contact the non-member to join ACMI and get the product properly authorized to bear the ACMI Seal.

4. **If the product has not been evaluated by Duke,**
    a. Locate the manufacturer/product on their Internet website or an art materials distributor's website and follow the procedures under #3. Notify the violator that they must immediately stop using the ACMI Seal, must remove the ACMI Seal from any product in inventory until evaluated in the ACMI program, and must confirm in writing that they have done so.
    b. If unable to locate on the Internet, send an e-mail/fax to the ACMI Active Members with a three-week response time to make sure none manufacture the product.
        1. If a member does manufacture the product, notify them that they must immediately stop use of the ACMI Seal on the product, must remove the ACMI Seal from any product in inventory until evaluated in the ACMI program, and must confirm in writing that they have done so.
        2. If no member responds that they manufacture the product, work with Legal Counsel to report the product to CPSC on the theory that, if the ACMI Seal is a violation, then use of the ASTM D4236 conformance Statement probably is also.
    c. Notify the manufacturer/violator that they are required to remove the ACMI Seal(s) and any statement(s) implying ACMI certification from their catalogs, brochures and website until evaluated in the ACMI program.
    d. Require documentation to ACMI of a violator's claim that a product has been evaluated for LHAMA compliance outside of the ACMI program.
    e. Notify the manufacturer/violator that they are required to submit product brochures and catalogs for review of any other violations.
    f. Notify the manufacturer/violator that they must inform all of their retailers and distributors of products in violation of ACMI procedures and require their retailers and distributors to perform the actions in steps 4a, 4c, and 4h.

(continued)

LOOK FOR THESE SEALS……

4. **If the product has not been evaluated by Duke,** *(continued)*
    g. Notify the manufacturer/violator that they are required to report any unevaluated product(s) to CPSC and must confirm in writing to ACMI that they have done so or ACMI will be forced to report the unevaluated product(s) to CPSC.
    h. Notify the manufacturer/violator that they are required to stop the sale of any unevaluated product bearing the ACMI Seal(s) until such products are properly evaluated in ACMI's program and authorized to bear the ACMI Seal(s) and must confirm in writing to ACMI that they have done so.
    i. Notify the manufacturer/violator that they must submit labels for any products bearing the CL Seal for review by ACMI's toxicologist for accuracy and compliance to Federal law and ACMI requirements.
    j. Notify any member manufacturer/violator that they are required to resubmit sales for recalculation of dues to include products in violation if such products are not already on their Member Product Listing (MPL).
    k. Notify the manufacturer/violator that they will be required to reimburse ACMI for expenses of staff and Legal Counsel administration of these violation procedures.
    l. Recall products in violation of the ACMI certification process, unevaluated or evaluated elsewhere, and bearing the ACMI Seals, if not accomplished by CPSC.

5. **New procedures have been approved or are in the process of being developed by ACMI's Certification Committee and Board to tighten control of the Third Party Supplier/Licensee aspect of the certification program to include the following:**
    a. Duke will no longer issue approval paperwork to third party manufacturers. Approvals will only be issued to the ACMI member for whom the product is being made, unless the Third Party Supplier is also an ACMI member.
    b. A "Subscription Agreement" will be developed for Third Party Suppliers who are not ACMI members so we have an agreement from them up front that they will follow ACMI procedures, and Duke will obtain Third Party Affidavits bi-annually thereafter. Also, ACMI/Duke can put a hold on product evaluations for any Third Party Supplier who fails to submit this information.
    c. Third Party Suppliers who fail to resolve violations of the ACMI Certification Program will no longer be allowed to participate in the program.
    d. ACMI's Certification Committee will be examining whether any additional control is necessary on non-manufacturing ACMI members who further license a product.

6. **The following procedures were left to the discretion of staff:**
    a. Periodically review violators' websites for Seal misuse.
    b. Periodically review retailers and distributors websites for Seal violations and periodically visit major retailers to check for Seal violations.
    c. Periodically review websites of resigned/terminated members for references to ACMI membership or certification or use of the ACMI Seals (annually?)
    d. Review the websites of 10 members (or more) per year for any Seal violations or unreported eligible products.

7. **Non-compliance with ACMI Violation Procedures:**
    a. If a member refuses to correct the violation, explain the CPSC report and the ACMI suspension/termination processes.
    b. If a member commits a second serious violation of the Certification Program, membership will be terminated.
    c. If a non-member refuses to join and correct the violation, have Legal Counsel issue a cease and desist communication and report the violation to CPSC.