

ICC-ES ENVIRONMENTAL PRODUCT DECLARATION APPLICATION

1. All Applicants	If Revising an Existing Report
Select EPD type: New Environmental Product Declaration (EPD) Reinstatement Revision to an existing EPD	Report Number: _____ Select Scope of Revision (Select only one): Editorial revision Technical revision

2. EPD Scope	
EPD is based on an existing Product Category Rule (PCR)	Revision to existing PCR or new PCR creation required
For an existing PCR, please provide the title, data and developer of the applicable PCR and the scope desired under this application:	

3. Company information (Enter information exactly as it should appear in the published report):

Company Name: _____ Company Legal Status: _____
(Sole proprietorship, general or limited partnership, S or C Corporation, LLC, etc.)

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____
(if other than the U.S.)

Phone Number: _____ Fax Number: _____

E-mail: _____ Website: _____

Subject of Report [Product Name(s)]: _____
(Attach a separate sheet if necessary)

This Box is for ICC-ES Internal Use Only

Based on ICC-ES Evaluation Report or Listing: _____

Date Filed: _____ Fee: _____

Received By: _____ File No.: _____

4. Contact Information for Applicant and Applicant’s Representatives

4a. Technical Representative: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____
(if other than the U.S.)

Phone Number: _____

Fax Number: _____ E-mail: _____

4b. Authorized Signatory: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____
(if other than the U.S.)

Phone Number: _____

Fax Number: _____ E-mail: _____

4c. Billing Representative: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____
(if other than the U.S.)

Phone Number: _____

Fax Number: _____ E-mail: _____

5. Manufacturing Locations (List All Locations - Attach a separate sheet if necessary):

Company Name (if different from section 3): _____

Name and Title of Contact Person: _____

Address Line 1 (if different from section 3): _____

City: _____ State: _____ Zip: _____ Country: _____
(if other than the U.S.)

Phone Number: _____ Fax Number: _____

E-mail: _____

SURVEY: How/where did you hear about the ICC-ES Save Program?

Testing Lab
Post Card

Code Official
Phone Call

Home Center
Consultant

Trade Show
Other: _____

7. Agreement and Signature:

- a. Applicant acknowledges reviewing applicable ICC-ES Rules of Procedure for Environmental Product Declarations (EPDs) and Program Instructions for the ICC Evaluation Service (ICC-ES) EPD Program on Building and Construction Products and Materials. Applicant also agrees that ICC-ES may, as necessary, subcontract for work related to the evaluation-report process.
- b. In consideration of the processing of this application, the Applicant agrees to abide by any conditions attached to the approval of this application, the requirements of the applicable ICC-ES Environmental Criteria, ICC Evaluation Service, LLC Rules of Procedure for Sustainable Attributes Verification and Evaluation (SAVE) Reports, ICC Evaluation Service, LLC Rules of Procedure for Environmental Product Declarations (EPDs) and the ICC Evaluation Service, LLC Rules of Procedure for Evaluation Reports as they now exist and as they may be reasonably modified in the future.
- c. As a condition of an ICC-ES Environmental Product Declaration (EPD) report, the Applicant agrees to keep a record of all significant complaints made known to the applicant about the product(s) covered by the EPD, and to make these records available to ICC-ES upon request. The Applicant will take appropriate action with respect to such complaints, and document the actions taken.
- d. The EPD is subject to revision if any amendments are necessary to comply with changes to an approved ISO standard or new or revised PCR, ICC-ES environmental criteria, rules or policies. If revisions should be required, Applicant agrees to pay applicable fees.
- e. An ICC-ES review of information submitted in support of an EPD does not imply any guarantee or warranty (expressed or implied, and including but not limited to merchantability) by ICC-ES of any kind, including product attributes, or against defects or failures in service nor any responsibility in regard to patent or trademark infringement, misuse of trade name or trade secrets, or any other aspect of unfair competition. Affirmative actions of ICC-ES are based primarily on the data submitted by the Applicant and/or holder of the EPD and the validity and integrity thereof as implicitly represented by the Applicant and/or EPD holder in submitting the same. Applicant agrees that it shall have no cause of action or claim against ICC-ES, its parent corporation, the International Code Council, Inc., or any of their affiliates, parent, brother or sister corporations or their successor-in-interest or assigns, and the officers, directors, members and employees of such entity ("ICC" collectively throughout this paragraph) arising out of or otherwise related to any EPD issued pursuant to this application, whether or not such EPD is subject to conditions, or out of any denial of this application except the Applicant shall have a course of action against ICC-ES for any negligent, intentional, or wanton act or omission of ICC-ES. Applicant agrees to hold ICC harmless, and to defend and indemnify them, with respect to any claim, liability, action or judgment ("Claims") arising from the use or operation by any person of the product or service to which the application relates, actual or asserted, whether related to matters set forth in the first sentence of this paragraph or otherwise, whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, whether or not of the same kind or nature as any of the foregoing. ICC's rights pursuant to the foregoing sentence, and Applicant's obligations thereunder, shall not apply if ICC was negligent, or if the Claims arise from ICC's intentional, willful, or wanton act or omission of ICC-ES. If any part or portion of this paragraph, or any application thereof to particular facts, should be determined to be invalid, the provisions hereof shall be severable so as to achieve for ICC maximum legal protection. The provisions of this paragraph shall apply from the date of first granting of the EPD, whether upon application or without application by Applicant or a predecessor and regardless of: intervening modifications to said report or modifications to said report pursuant to application for renewal; or prior changes in the number assigned to the report; and any prior change in ownership rights in or rights to said report, or any additional listing included in the report, whether one or more, since granting of said first additional listing.
- f. The applicant agrees that all final EPDs, as well as all communications between ICC-ES and the Applicant prior to the issuance of a final EPD, including draft EPD reports and comments thereto, are and shall be the exclusive property of ICC-ES. The Applicant agrees not to disclose any such communications, draft EPD reports and/or comments thereto to others without prior written approval of ICC-ES. Notwithstanding anything contained herein to the contrary, ICC-ES grants Applicant a limited license to use all communications and information shared prior to the issuance of a final EPD internally and to any of its separate and distinct business units. If Applicant is requested or required to disclose the information containing any communications with ICC-ES prior to issuance of the final EPD in a judicial, administrative or governmental proceeding upon order, subpoena or other process, including requests by regulatory authorities with jurisdiction over Applicant and including in connection with litigation or other disputes with private parties, and such disclosure is not prohibited by law, regulation or judicial order or process, then Applicant may disclose such Confidential Information without liability hereunder, provided that Applicant provides prior written notice of such required disclosure, to the extent permitted by law or regulation, to ICC-ES and assists ICC-ES in its reasonable efforts to prevent or limit such disclosure, at the sole cost and expense of ICC-ES. For clarity, any disclosure of such information made pursuant to the foregoing shall not be deemed a breach of this Agreement. Completed EPDs are the exclusive property of the holder of the EPD. Applicant agrees to follow procedures established by ICC-ES dictating the use of the ICC-ES logos or marks. Product Category Rules that may be developed by ICC-ES in support of an EPD are the exclusive property of ICC-ES. The applicant agrees not to change any content of the EPD without giving notice to ICC-ES and further agrees to follow the ICC-ES Rules of Procedure for technical revisions and/or re-examination.
- g. The applicant agrees that all final evaluation reports, as well as communications between ICC-ES and the applicant prior to issuance of a final evaluation report, including draft evaluation reports and comments thereto, are and shall be the exclusive property of ICC-ES. The applicant agrees not to disclose communications, draft evaluation reports and/or comments thereto to others without prior written approval of ICC-ES.

The person signing this application form (Authorized signatory, item 4b on page 2 of this application) must be a duly authorized officer of the company with full authority to execute and agreement on behalf of the applicant and bind the applicant to these terms, or be a person to whom such authority has been given by the applicant:

Applicant:

Authorized Signature for Applicant: _____

Name (type or print): _____

Title: _____ Date: _____

One copy of all supporting data should be submitted to ICC-ES EP, 3060 Saturn Street, Suite 100, Brea, CA 92821, with this application. A check, money order, credit card or wire transfer in U.S. dollars, covering the full application fee and made out to "ICC Evaluation Service, LLC" must accompany the application. The fee is nonrefundable. Contact esaccounting@icc-es.org for more information regarding fees.