



2022 SURFACING CERTIFICATION PROGRAM

LICENSE AGREEMENT AND PROCEDURAL GUIDE



To verify product certification,
visit www.ipema.org



To verify product certification,
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COMPLETE AND RETURN SIGNED COPIES OF PAGES 1-8 OF THIS AGREEMENT; BE SURE TO INITIAL EACH PAGE NOTING YOUR ACCEPTANCE OF THE INFORMATION SHARED. A COPY WILL BE SIGNED BY IPEMA AND RETURNED TO YOU.

TO: IPEMA Administrator
2207 Forest Hills Drive
Harrisburg, PA 17112

We want to begin or maintain our Participant status in the IPEMA Certification Program for Playground Surfacing. This agreement covers involvement in the program from the date signed through May 31, 2023. Enclosed please find:

- **One (1)** executed License Application and Agreements
- **A check, payable to IPEMA in US funds, or credit card information**, for our Annual IPEMA Administrative Fee, which is non-refundable, is based upon our most recent fiscal year's business sales volume and our IPEMA membership status as checked in the table below. *To pay by credit card, see below.*
- Our **Certificates of Insurance**, complying with section 9.1 of this agreement.

Annual IPEMA Administrative Fee (non-refundable)

This scale is based upon the global gross sales volume of the company's equipment sales (for the equipment certification program) and the global gross sales volume of the company's surfacing sales (for the surfacing certification program). Under no circumstances should a company base their gross sales volume on anything other than their global sales of their related products.

Annual Sales	IPEMA Members	Non-Members
< \$3 M	☐ \$ 500.00	☐ \$2,000.00
> \$3M & < \$10M	☐ \$ 1,000.00	☐ \$3,000.00
> \$10 M	☐ \$ 1,500.00	☐ \$5,000.00

BUSINESS ENTITY NAME – PLEASE PRINT

EIN NUMBER

MAILING ADDRESS (check here ☐ if billing address is same as mailing address)

BILLING ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEBSITE

Pay by credit card:

☐ Visa ☐ MasterCard ☐ Discover

Card # _____ Exp. Date ____/____ Security Code _____

Name on card _____ Email/Phone for Cardholder: _____

Signature _____ Date _____

LICENSE APPLICATION AND AGREEMENT
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION, INC.
CERTIFICATION PROGRAM FOR PLAYGROUND SURFACING

Print Name of Company

a business entity having its principal offices at _____
(hereinafter "Participant") hereby applies to the International Play Equipment Manufacturers Association, Inc. (hereinafter "IPEMA") for a license and authorization to use the IPEMA Playground Surfacing certification Logo(s) and descriptive verbiage (hereinafter "Certification Logo[s]") on the validated playground surfacing products (and related sales literature) manufactured by or for Participant, and to have its validated products listed on the IPEMA website (www.ipema.org, hereinafter "Website") by the Validator.

By making this application, Participant agrees, if this application is accepted, to be bound by the terms and conditions hereinafter set forth, including those set forth in the Procedural Guide for IPEMA Certification Program for Playground Surfacing (hereinafter "Procedural Guide") as amended by any revised Logo(s) and Descriptive verbiage use (hereinafter "logo requirements") with respect to the use of the Certification Logo(s), descriptive verbiage, and listing on the Website by Participant and its representatives, sales agents and employees, and agrees further that in the event of any material breach or default of any of the terms and conditions regarding the use of the Certification Logo(s), descriptive verbiage, or being listed on the Website upon receipt of notice from IPEMA or the Validator advising Participant of the breach or default.

By accepting this application, IPEMA agrees with Participant as set forth herein, and authorizes use of the Certification Logo(s), descriptive verbiage, and listing on the Website according to the terms and conditions set forth herein and in the Appendices A & B.

1. DEFINITIONS

- 1.1 **CERTIFICATION LOGO(S)**: Certification Logo(s) refers to IPEMA's unique and distinctive certification mark(s) or seal(s) which will be utilized in connection with the Certification Program for Playground Surfacing. The Certification Logos are registered and are displayed on the cover of the Procedural Guide; however, IPEMA reserves the right to designate another Certification Logo to be used in lieu thereof. See Appendix B for use of Logo(s).
- 1.2 **DESCRIPTIVE VERBIAGE**: Descriptive verbiage refers to the language approved by IPEMA that Participants must use to describe the Certification Logo. See Appendix B for use of Descriptive Verbiage. The Descriptive Verbiage may be revised from time to time.
- 1.3 **PLAYGROUND SURFACING**: Playground surfacing refers to playground surfacing as defined by the Standard.
- 1.4 **PROCEDURAL GUIDE**: A copy of the Procedural Guide is attached hereto, identified as "Appendix A," and may be revised from time to time, is entitled "Procedural Guide for IPEMA Certification Program for Playground Surfacing."
- 1.5 **PROGRAM**: Program refers to the IPEMA Certification Program for Playground Surfacing, which provides for the inspection, testing and validation by the Validator that representative samples of the Participant's certified surfacing products comply with the standard(s).

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- 1.6 **STANDARD:** STANDARD(s): Standard(s) refers to one or more of the following ASTM Standards: ASTM F1292-18e1 (for determination of critical fall height); ASTM F3351-19e1 (for testing at specified fall height); for Engineered Wood Fiber Manufacturers, ASTM F2075-20; for Loose Fill Rubber Manufacturers, ASTM F3012-22; and for Poured-in-Place Manufacturers, ASTM F3313-20, as may be amended.
- 1.7 **VALIDATOR:** Validator refers to any third-party testing and inspection organization designated by IPEMA from time to time to validate, by inspections and testing of representative samples, the Participant's certification that its playground surfacing complies with the Standard, as described above.

2 DETAILS OF AGREEMENT

- 2.1 This agreement shall become effective upon the date of acceptance by IPEMA, and shall be in force for the remainder of the fiscal year in which it becomes effective, or unless the Agreement is revoked or terminated for cause as set forth herein, including nonpayment of the yearly participation fee and other fees.
- 2.2 In order to initiate this agreement, Participant must create an account with IPEMA. An account can be created by Participant visiting the website (www.ipema.org), uploading all required documents, and submitting payment; or by sending copy of the license agreement, required documents, and payments to IPEMA and then activating an account upon notification by IPEMA administrator.

3 PARTICIPANT'S RESPONSIBILITIES

3.1 THE PARTICIPANT SHALL:

- a.) Comply with all applicable portions of the Procedural Guide, attached hereto as "Appendix A" and made a part hereof, as may be revised from time to time by, and at the sole discretion of, IPEMA;
- b.) Perform or authorize tests, allow plant inspection and allow review of Participant records, as requested by the Validator, of representative samples of every playground surfacing product offered for validation as provided in the Procedural Guide;
- c.) Provide the Validator with the information described in the Procedural Guide to initially validate the representative samples of the playground surfacing product, and to use in determining whether subsequent production products conform to the representative samples of the product originally tested;
- d.) Annually provide the Validator with: i) a copy of the current, fully executed License Agreement; ii) a copy of the current Certificate(s) of Insurance required by section 9.1 of this Agreement;
- e.) Poured in Place surfacing manufacturers will also notify Validator of all trained crew chiefs and provide information regarding all installation sites for each per year. In the event of a noncompliant test result, the Validator shall issue a notice of noncompliance in the form of an IPEMA corrective action request (ICAR) form to the Participant.
- f.) During any plant inspection and review of Participant's records, grant all authorized representatives of the Validator access during normal business hours to manufacturer's place(s) of manufacture, assembly, shipment and/or storage of the representative samples of the playground surfacing products, or parts thereof, in order to provide assurance that the production products are representative samples of the product originally certified, tested and validated;
- g.) Render such reasonable assistance as may be requested by the Validator during the plant or records inspections in order that necessary tests or inspections may be performed without unreasonable delay or interference, and upon request of the Validator, provide suitable workspace;

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- h.) Notify the Validator of all manufacturing, assembly, shipping or storage locations; and, within thirty (30) days after their first use, of any additional manufacturing, assembly, shipping or storage locations that relate to certified products;
- i.) Prior to an official inspection, the Participant shall submit to the Validator a list of all playground surfacing products to be validated, a sampling of basic product tests, a list of installation crew chiefs, if applicable (see Addendum 3, Section I for details); the "Performance Requirements" of ASTM F1292; for an Engineered Wood Fiber Participant, "Performance Requirements" of ASTM F2075; and for a Loose Fill Rubber Participant, "Performance Requirements" of ASTM F3012, as interpreted by the IPEMA Surfacing Certification Committee, and as required by other sections of the Standard, and the documents required by section 3.1 (d) above;
- j.) Affix or apply the IPEMA Certification Logo(s) only to those playground surfacing products (and related sales literature) for which representative samples were offered by Participant for certification which conforms to those products which have been validated by the Validator as complying with, or exceeding, the Standard(s), and is made with the same materials and in the same manner as the original representative samples of the product validated by the Validator. The right to affix the IPEMA Certification Logo(s) to Participant's playground surfacing products (and related sales literature) is granted solely upon the assurances given herein. Participant alone has the responsibility of ensuring that the playground surfacing products to which it affixes the IPEMA Certification Logo(s) actually complies with the Standard(s);
- k.) Comply with all application portions of the Logo(s) Requirements, attached hereto as "Appendix B" and made a part hereof, as may be revised from time to time, at the sole discretion of IPEMA, and with all the laws applicable to certification logos or marks, including notification to IPEMA of any unauthorized use of the Certification Logo(s).

3.2. THE PARTICIPANT SHALL NOT:

- a.) Affix the IPEMA Certification Logo(s) to any playground surfacing product (and related sales literature) not validated by the Validator; to any decertified playground surfacing product (and related sales literature) for which a notice of noncompliance has been issued by the Validator; to any playground surfacing product (and related sales literature) which has been changed from that as originally validated, and the change has not been certified by the Participant and submitted for validation to the Validator;
- b.) Use the name of the Validator in any advertising, sales promotions or other publicity material of its playground surfacing products, except as agreed to by the Validator and IPEMA in writing prior to its use;
- c.) Use IPEMA's name, logo(s) or any symbol or abbreviation thereof, or any other form of reference which may be interpreted to mean IPEMA, in any advertising; sales promotions; other communication concerning its playground surfacing products, except for the descriptive verbiage; or in such manner as is expressly approved in writing by IPEMA; and
- d.) Use, under any circumstances, IPEMA's name logo(s), symbol or abbreviation thereof, or any other form of reference which may be interpreted to mean IPEMA, in any advertising, sales promotions or other communication concerning its playground surfacing products, in such manner as to indicate that IPEMA warrants or approves any playground surfacing product; or that IPEMA certifies that any playground surfacing product complies with the Standard(s); or that IPEMA makes any other representation or certification with respect to the playground surfacing product to which the Certification Logo(s) applies, except for the descriptive verbiage or in such manner as is expressly approved by IPEMA. However, upon receipt of verification from the Validator, pursuant to the terms and conditions of this Agreement and the Procedural Guide, the Participant may request from IPEMA the Certification Logo(s) to identify the product(s) so certified, which may be used initially together with the descriptive verbiage in any sales literature, provided such reproduction of the Logo(s) is in close proximity to the product(s) which have been validated as complying with the Standard(s), and

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provided the sales literature indicates which products have been so validated, or may be placed on the validated playground surfacing product(s) or its container or packaging. If the Participant makes any statement or representation about the IPEMA Playground Surfacing Program and IPEMA's relationship thereto, including the descriptive verbiage, such statement or representation must be accurate and factual. See Appendix B for use of Certification Logo and Descriptive Verbiage.

4 PUBLIC INFORMATION

At the direction of the IPEMA Surfacing Certification Committee, the Validator will maintain a listing of playground surfacing products which have been validated as being in compliance with the ASTM Standard(s). Those models can be listed on the website.

5 CONFIDENTIALITY

IPEMA and the Validator shall not divulge and shall take all reasonable precautions to safeguard Participant's design and manufacturing data, test and inspection reports regarding the playground surfacing products offered for validation and any other privileged information or information provided in accordance with the terms of this Agreement. However, the Validator may notify IPEMA of its validation and notice of compliance, or its decertification or notice of noncompliance of Participant's playground surfacing products, as well as any other notifications required by the Procedural Guide, and IPEMA may use this information as the Procedural Guide allows.

6 FEES

- 6.1 The Participant shall pay IPEMA an Annual Administrative Fee (non-refundable) for participation in the Playground Surfacing Certification Program in accordance with Section 9, "Financing", and Appendix C, "Fee Schedule," of the Procedural Guide (Appendix A). Participant shall also pay the Validator fees, including the inspection/testing fee, the engineering documentation review fee, and the Validator Administrative Fee, set forth in the Fee Schedule. IPEMA may amend Fee Schedule from time to time.
- 6.2 The Participant shall be directly invoiced by the Validator for any costs and services rendered hereunder by the Validator in connection with the Certification Program. As such, the Validator may request advance payment from the Participant, consistent with the Validator's credit policy. If payment of invoices duly rendered by the Validator shall be in arrears for a period of ninety (90) days, the Validator shall have the right to discontinue the performance of any further tests or services (including deletion of products from the Website) until payments are brought up-to-date, provided the Validator gives notice to the Participant and IPEMA sixty (60) days after the invoice date. This action is without prejudice to any other rights, which the Validator may have against the Participant.

7 CERTIFICATION LOGO

- 7.1 IPEMA is the proprietor of the Certification Logos shown on the cover of the Procedural Guide and in Appendix B.
- 7.2 Participant acknowledges IPEMA's exclusive right, title and interest in and to the Certification Logos and will not do anything that will in any way impair or tend to impair any part of IPEMA's right, title and interest. In connection with the use of the Certification Logo(s), Participant will not represent that it has any ownership in the Certification Logo(s) or in its registration. Use of the Certification Logo(s) by Participant will not create any right, title, or interest in, or to, the Certification Logo(s) in favor of Participant. Participant will not at any time, either during the term of this Agreement or after it has ended, adopt or use any work or logo that is similar to, or confusing with, the Certification Logo(s), without IPEMA's prior written consent.
- 7.3 Artwork for the IPEMA Certification Logo(s) will be available from IPEMA only.

- 7.4 Upon receipt of artwork for the IPEMA Certification Logo(s), Participant agrees to follow Appendix B for proper use.
- 7.5 Immediately upon the termination of this Agreement, or immediately after any playground surfacing product is no longer compliant with the Certification Program requirements (See Section 6 of Procedural Guide), or any product is removed by the Validator from the Website, Participant shall discontinue its use of the IPEMA Certification Logo(s) in any form on all affected product and related communications to the satisfaction of IPEMA, and in compliance with the Procedural Guide, as amended.

8 INDEMNIFICATION

- 8.1 Participant agrees to indemnify, defend and hold harmless IPEMA, its officers, directors, staff and members against, and from, any and all claims, expenses (including reasonable attorney's fees), losses, damages, injuries or liabilities arising from participation in, or any statement or representation about, the IPEMA Certification Logo(s), in the manufacture and sale of its product.

9 INSURANCE

- 9.1 Participant must provide IPEMA with a Certificate of Insurance from an insurer or insurance carrier of at least one million dollars (\$1,000,000 USD) specifically designating IPEMA and the Validator by name as coinsured under any and all product and/or general liability insurance policies maintained by Participant in connection with the manufacture and sale of its products. If Participant does not already maintain product and/or general liability insurance(s), it must secure such insurance(s) and so designate IPEMA and the Validator. The Certificate of Insurance or documentation of the required designation shall be in the English language, which shall be the controlling document. There will be no exceptions granted to this requirement.

10 REVISION AND TERMINATION

- 10.1 In the event the Standard(s) is revised or withdrawn during the term of this Agreement, IPEMA shall determine, in accordance with the Procedural Guide, the date upon which approval under this Standard(s) shall terminate and shall notify Participant of such date.
- 10.2 In the event a new Standard(s) is published, or the existing Standard(s) is revised, the Procedural Guide provides procedures for maintaining certification.

11 DEFAULT AND TERMINATION

- 11.1 Participant shall be in default, and IPEMA may, upon thirty (30) days' notice to Participant, terminate this Agreement should Participant:
- a.) Fail to pay IPEMA or the Validator the fees indicated in Section 6 of this agreement, and Section 9 and Appendix C of the Procedural Guide (Appendix A);
 - b.) Fail to indemnify IPEMA and the Validator, in a manner satisfactory to IPEMA, as specified in Section 8 of this agreement;
 - c.) Fail to comply with the annual requirements (tests, inspections, etc.) in accordance with Paragraph 4.3 of the Procedural Guide (Appendix A);
 - d.) Submit test results that are falsified or not accurately representative of the products;
 - e.) Breach or otherwise fail to perform any other term or condition of this Agreement, including Appendix B, or the Procedural Guide;
 - f.) Be adjudicated as bankrupt or insolvent; or have a receiver or trustee appointed; or have an order approving a petition seeking reorganization under the Bankruptcy Code, or other similar laws of the United States or any state; or file a petition seeking relief under any of the foregoing; or make a general assignment for the benefit of creditors or instrument similar thereto.
 - g.) Sell its business or any of its certified products to another manufacturer or entity; or
 - h.) Fail to provide for insurance liability for any of its sold certified products; and
 - i.) Violate any part (or intent) of the Agreement, the procedural guide, the program, and/or validation requirements.

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11.2 This Agreement shall not be terminated if Participant cures the default to IPEMA's satisfaction within the 30-day notice period.

11.3 In the event of any revision of the Procedural Guide or Standard(s), Participant shall be given reasonable advance notice of the revision and of the effective date thereof, and Participant, by notice to IPEMA, shall have the right to terminate this Agreement as of the effective date of such revision(s).

11.4 Termination of this Agreement by whatever means, or in whatever manner, shall not affect any obligation of the parties, which exists as of the date of termination. Participant's obligation with respect to maintenance of records and indemnification shall not cease, regardless of the termination date, with respect to playground surfacing manufactured or distributed by it for which the IPEMA Certification Logo(s) has been utilized.

12. NOTICE

12.1 All notices, reports and other communications permitted or provided for hereunder shall be in writing and shall be delivered in person, delivered electronically, or sent by mail, by registered or certified mail, return receipt requested, postage prepaid, to the address set forth below.

TO IPEMA: IPEMA Administrator
IPEMA Playground Surfacing Certification Program
2207 Forest Hills Drive
Harrisburg, PA 17112
certification@ipema.org

TO PARTICIPANT:

Corporate Contact person (PLEASE PRINT)

Technical Contact Person (PLEASE PRINT)

Corporate Contact Person Email

Technical Contact Person Email

Business entity name

Street address

(City, state, zip)

13. ARBITRATION

13.1 TERMS OF ARBITRATION: All claims, disputes and other matters in question arising out of this agreement, and not otherwise resolved in accordance with the IPEMA Procedural Guide, shall be submitted to arbitration in Harrisburg, Pennsylvania, in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise.

13.2 EXCLUSIVE REMEDY: A party to this Agreement may not institute a suit at law or equity regarding any dispute under this Agreement. All such disputes shall be settled by arbitration in accordance with this Paragraph.

13.3 FINAL AWARD: The award in the arbitration proceeding shall be final and binding on the parties, and judgment on such award may be entered in any court having competent jurisdiction.

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13.4 FEES AND EXPENSES: Initially, all fees connected with the arbitration proceeding, other than attorney fees incurred by either party, if any, shall be shared equally by both parties. However, the Arbitrator is authorized to award either party a sum to compensate the other party for the time and expense, including reasonable attorney fees, of the arbitration if it is determined that arbitration was demanded without reasonable cause. In such event, the Arbitrator may also assess the costs of the arbitration proceeding against the party that demanded arbitration. In all other cases, the costs of the arbitration proceeding shall be assessed against the party against whom the arbitration award is determined, or against both parties if the determination is against both.

14. MISCELLANEOUS PROVISIONS

14.1 NO ASSIGNMENTS: This Agreement may not be assigned in whole or in part by the Participant without written consent of IPEMA.

14.2 HEADINGS: Paragraph headings are for convenience only and shall not be constructed as Part of this Agreement and shall not affect its interpretation.

14.3 GOVERNING LAW: Regardless of where this Agreement is executed or is to be performed, the interpretation of this Agreement and the performance of the parties hereto shall be governed and constructed in accordance with the laws of the State of Pennsylvania.

14.4 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement of the parties and supersedes all prior Agreements, if any, express or implied. There are no warranties or representations other than as provided herein. This Agreement may not be modified or amended except in writing signed by all parties hereto.

14.5 SAVINGS CLAUSE: Should any provision hereof be finally determined to be inconsistent with or contrary to applicable law, such provision shall be deemed amended or omitted to conform therewith without affecting any other provision or the validity of this Agreement.

14.6 WARRANTY OF AUTHORITY: This Agreement shall be executed for the parties by an officer designated in the parties' governing documents as having the power to enter into contracts. The designated officers warrant that they have acted with authority, and that they may sign this Agreement for their respective entity with the effect that their entity has agreed to, and shall be bound by, all terms of this Agreement.

Are you currently under contract to produce product(s), which you intend to submit for IPEMA certification, for another business entity (or entities) that sells that product(s) under its name? If yes, please submit a letter from that entity documenting there is no contractual arrangement that would prohibit you from seeking product(s) certification under your company's name.

☐ Yes ☐ No

By signing this agreement, the Participant declares that any samples of a given Playground Surfacing Product sought to be validated shall be representative of product initially tested and produced during normal production, and offered for sale.

Participant: _____

By: _____
Signature of Officer Title of Officer

Accepted by: International Play Equipment Manufacturers Association, Inc.

By: _____
Administrator Date of Acceptance

Appendix A to the IPEMA License Application & Agreement

Updated: March 24, 2022

PROCEDURAL GUIDE
FOR
INTERNATIONAL
PLAY EQUIPMENT MANUFACTURERS ASSOCIATION
IPEMA
CERTIFICATION PROGRAM
FOR
PLAYGROUND SURFACING



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OVERVIEW OF THE IPEMA PLAYGROUND SURFACING CERTIFICATION PROGRAM

The International Play Equipment Manufacturers Association, Inc. (IPEMA) sponsors the certification program for Playground Surfacing. IPEMA is confident that compliance with the ASTM F1292 Standard; ASTM F3351 Standard Test Method; for engineered wood fiber, ASTM F2075 Standard; for Loose Fill Rubber, ASTM F3012 Standard; and for Poured-in-Place, ASTM F3313 Standard Test Method, will afford a safer, more injury-free play environment for children and the general public.

The purpose of this certification program is to assure the consumer, by the presence of a certification logo(s) and listing on the IPEMA website, that representative samples of the products bearing the logo(s) have been tested and are in compliance with the applicable requirements of the Standards listed above, with the exception of ASTM F3313 which is only used to verify results from field and laboratory testing of unitary surfaces manufactured in the field are consistent.

As sponsor and administrator of the program, IPEMA utilizes TÜV SÜD America, Inc., (TÜV) as independent validator to perform inspections and tests and review manufacturer's records on a periodic basis. Surface systems are tested for compliance with the ASTM Standards listed above. The program is open to all entities that offer playground surfacing systems for sale. Participation in the program is on a voluntary basis. All surfacing bearing a certified designation manufactured or directly marketed by the program licensee must meet the program requirements.

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SECTION 1 – DEFINITIONS

The following definitions are applicable to this Procedural Guide:

Administrator: A person or organization designated by the sponsor of a Certification program to perform the administrative duties required to manage the affairs of that program.

Certification: The procedure by which a product becomes certified.

Certification Logo(s): IPEMA's unique and distinctive certification mark or seal which will be utilized in connection with the Certification Program for Playground Surfacing. The Certification Logos are registered and are displayed on the cover of the Procedural Guide; however, IPEMA reserves the right to designate another Certification Logo(s) to be used in lieu thereof. See Appendix B for use of Logo(s).

Certified: Attested by the Participants under the procedures of a Certification Program as satisfying the requirements of the referenced Standard(s).

Certifier: The Participant who certified that the product(s) and/or service(s) as supplied meets the requirements of the referenced Standard(s).

Field Manufactured Unitary Playground Safety Surface System: Any Playground Safety Surface System that requires a manufacturing process to complete installation at the playground construction site. The manufacturing process can include the use of specialized equipment such as a mixer or paving machine; require specialized manufacturing training for the manufacture process; and involve chemical, thermal, or electrical processes. The use of adhesives, gluing, and sealers are not considered part of the manufacturing process.

Inspection: The process of examining, measuring, testing, gauging, or otherwise comparing the product and/or service with applicable provisions of the referenced Standard, and review of compliance with provision(s) of the certification procedure.

Participant: Any entity that offers playground surfacing for sale and who signs the License Application and Agreement and participates in the program in accordance with the terms and conditions of that document. In this document and the License Application and Agreement, "Participant" includes Participant's representatives, sales agents, and employees. Participants may be of three varieties: Manufacturer of certified products (both those who manufacture their own product and those who contract with other(s) to manufacture the product); Private Label Manufacturer; and/or Private Labeler of another manufacturer's certified products.

Playground Surfacing Product: A product intended for use as an impact attenuating surface under and around playground equipment that meets ASTM F1292; ASTM F3351; for engineered wood fiber, ASTM F2075; for Loose Fill rubber, ASTM F3012; and for Poured-in-Place, ASTM F3313

Pre-Manufactured Playground Safety Surface System: Any playground safety surface system that has been manufactured at a location other than the playground construction site. Assembly or installation of the components at the playground site requires no specialized equipment or manufacturing training, and involves no chemical, thermal, or electrical process. Use of adhesives, gluing, and sealers is considered part of component installation or assembly, not manufacturing.

Private Label Manufacturer: Any Participant that manufactures product(s) for private label for resale by another Participant.

Private Labeler: Any Participant that offers product(s) manufactured by another Participant for resale under its own brand name(s).

Private Label Products: Product(s) sold by a participant under its own name and manufactured by another participant.

Program: IPEMA Certification Program for Playground Surfacing, which provides for the inspection, testing and validation by the Validator that representative samples of the Participant's certified surfacing products comply with the standard(s).

Sponsor: An organization under whose authority a certification program is developed, promulgated, and financed, and with whose name the certification program is identified; the sponsor may delegate the operation and administration of a certification program to another party called the Administrator.

Standard(s): Standard(s) refers to one or more of the following current ASTM Standards: ASTM F1292; ASTM F3351; for Engineered Wood Fiber Manufacturers, ASTM F2075; for Loose Fill Rubber Manufacturers, ASTM F3012; and for Poured-in-Place Manufacturers, ASTM F3313. The IPEMA program only utilizes ASTM F3313 for unitary surfaces manufactured in the field and not for any other surfacing material(s).

Third Party Testing Organization: A testing/inspection agency other than one controlled by a Participant, which has been selected by IPEMA

Validation: The process by which a separate determination is made by a third-party testing agency that certification by the Participant is, in fact, in accordance with the program requirements.

Validator: Any third-party testing and inspection organization designated by IPEMA, from time to time, to validate, by inspections and testing, Participant's certification that its playground surfacing complies with the Standard(s), as described above.

Request for Validation (RV): An electronic submittal by Participant via the website interface requesting validation of products.

SECTION 2 – THE PROGRAM ROLES

2.1 PROGRAM SPONSOR

International Play Equipment Manufacturers Association, Inc. (hereinafter referred to as “IPEMA”) is the Sponsor of the program. On matters pertaining to participation, agreements, use of certification logo, etc., Participants shall communicate with the Administrator of the Certification Program:

IPEMA Administrator
IPEMA Playground Surfacing Certification Program
Mailing: 2207 Forest Hills Drive
Harrisburg, PA 17112
Shipping: (Same as above)
Telephone: (717) 238-1744
Fax: (717) 238-9985
Website: www.ipema.org
E-Mail: certification@ipema.org

2.2 THIRD PARTY TESTING ORGANIZATION/VALIDATOR

TÜV SÜD America, Inc., has been appointed by IPEMA as the program’s independent testing and inspection agency (hereinafter referred to as “Validator”). The principal role of TÜV SÜD America, Inc., is to validate the Participant’s certification. On matters pertaining to testing, validation visits, directory, etc., communications are directed to:

Surfacing Certification Program Manager
IPEMA Certification Program
TÜV SÜD America, Inc.
Mailing: 1755 Atlantic Blvd
Auburn Hills, MI 48326
Shipping: (Same as above)
Telephone: (734) 781-4374
Fax: (248) 393-6994

2.3 PARTICIPANT

Any entity that offers Playground Surfacing Product(s) for sale (hereinafter referred to as the “Participant”) may participate in the program in accordance with the terms and conditions set forth in the License Application and Agreement. Participation in the program shall be in accordance with the fee schedule set forth in Section 9 and Appendix C of the License Application and Agreement hereof. Application for participation in the program may be sent to IPEMA (see Paragraph 2.1).

2.4 IPEMA SURFACING CERTIFICATION COMMITTEE

The IPEMA Surfacing Certification Committee, consisting of representatives of IPEMA members, meets periodically to provide guidelines for the development, modification and technical aspects of the program in order to ensure uniformity, equality, and conformity of the program. In addition, it provides rulings on appeals on noncompliance issues (See Section 6).

SECTION 3 – PROGRAM DOCUMENTS

3.1 PARTICIPANT’S APPLICATION AND AGREEMENT

Potential Participants may apply to participate in the program by completing the IPEMA Playground Surfacing Certification Program License Application and Agreement. In order to initiate an agreement, Participant must create an account with IPEMA. An account can be created by Participant visiting the website (www.ipema.org), uploading all required documents, and submitting payment; or by sending copy of the license agreement, required documents, and payments to IPEMA and then activating an account upon notification by IPEMA administrator. Upon acceptance by IPEMA, constitutes a binding agreement between the Participant and IPEMA. This agreement is the principal document governing the relationships between IPEMA and the Participant under the program. It will provide, in part, that only surfacing which complies with the Standard(s) may be certified under the program. When a change has been made to this document, the Surfacing Certification Committee and IPEMA General Counsel will determine if a new License Application and Agreement needs to be completed.

3.2 PROCEDURAL GUIDE

The Procedural Guide is prepared by the IPEMA Surfacing Certification Committee, reviewed by IPEMA General Counsel, approved by the IPEMA Board of Directors and distributed by IPEMA. It is the intent that this Procedural Guide will outline and amplify the provisions of the Participant’s License Application and Agreement for the guidance of those concerned with the operation of this program. Upon request, the Administrator or Validator will provide standard forms to be utilized in connection with the program along with instructions for their use. Samples of these forms are included in Section 12.

3.3 IPEMA CERTIFICATION LOGO(S)

Unique and distinctive logos, (examples located on the front cover of this Procedural Guide), which are registered are licensed for use by the Participant to indicate that a particular Playground Surfacing product has been validated under the program as being in compliance with the Standard(s). IPEMA will supply logo(s) artwork to Participants upon their request, under the terms of the license agreement, for those Playground Surfacing products meeting the requirements of the program. The Participant, in affixing the logo(s) to its product(s) and/or literature, certifies to IPEMA and the public that each of the Playground Surfacing Products so labeled complies with the Standard(s), and is made with the same materials, and in the same manner, as the original product(s) (specimen[s]) approved by the Validator.

3.4 LISTING OF CERTIFIED PLAYGROUND SURFACING

At the direction of the IPEMA Surfacing Certification Committee, the Validator will maintain a listing of playground surfacing models which have been validated as being in compliance with the Standard(s), which will be listed on the website.

3.5 PRODUCTS COVERED

- a. Engineered Wood Fiber (EWF)
- b. Loose Fill (e.g., rubber (LFR), sand, pea gravel, etc.)
- c. Pre-manufactured unitary (e.g. tile, carpet, sheet covered foam, artificial turf, etc.)
- d. Field manufactured unitary, excepting recapped PIP material (e.g. poured-in-place [PIP])

SECTION 4 – OUTLINE OF VALIDATION AND TESTING PROCEDURES

4.1 BASIS FOR VALIDATION

This program currently certifies to ASTM F1292; ASTM F3351; for EWF, ASTM F2075; for LFR, ASTM F3012; and tests unitary surfaces manufactured in the field to ASTM F3313. As these Standard(s) are revised, and/or new Standard(s) are added, the IPEMA Surfacing Certification Committee will determine the effective dates and procedures necessary for participants to certify to the revised Standard(s). Participants shall not refer their IPEMA Certification to new or revised Standard(s) prior to the effective date. On that effective date, all previously validated products must conform to the new or revised Standard(s) to be certified. During this transition period, the surfacing may need to be tested to meet the revised Standard(s), if determined by the IPEMA Surfacing Certification Committee.

4.2 INITIAL VALIDATION PROCEDURES

4.2.1 Validator will schedule and execute an official inspection at the main office of the Participant, provided the Participant has signed the License Application and Agreement with IPEMA. Inspections are performed once per fiscal year by the Validator, and usually take from one to two days, including allowance for travel time. Inspections will be scheduled and performed in accordance with the detailed procedure outlined in Section 4.4, using the inspection form (see form IPEMA 04s), with a countersigned copy left with the Participant. Any deficiencies noted during the inspection must be addressed satisfactorily, prior to Participant approval.

Note: Validator will make every attempt to maintain annual inspections based on initial inspection date(s). However, scheduling circumstances may require adjustment to within the annual cycle.

4.2.1.1 See Addendum 2 for additional requirements specific to Engineered Wood Fiber (EWF); Addendum 3 for additional requirements specific to Field Manufactured Unitary, e.g.: Poured in Place (PIP); and Addendum 4 for additional requirements specific to Loose Fill Rubber (LFR).

4.2.1.2 The Participant may submit complete test results from an A2LA accredited, or equivalent, lab to ISO Guide 17025 for all product models intended for certification to F1292, along with a copy of that lab's Scope of Accreditation reflecting the Standard(s) outlined in this Procedural Guide. The lab MUST BE A2LA accredited, or equivalent, for testing to ASTM F1292, 3351, 2075, and 3012. Those Participants testing to ASTM F3313 may not utilize the services of a lab other than IPEMA's Validator. (Submitted test reports are still subject to approval by the IPEMA Surfacing Certification Validator, regardless of test labs' accreditation.) Tests shall have been performed to the current Standard(s), and shall be no more than one (1) year old. Manufacturing location(s), process(es), specification(s), or material(s) shall not have changed. Documentation to verify this information must be provided to the Validator. Participants manufacturing unitary products must provide a detailed materials listing of all components used to produce the unitary product samples being tested.

4.2.2 For validation of unitary type products to either F1292 or F3351 (with the exception of Poured-In-Place products, which are addressed in Addendum 3), the location of the least favorable impact attenuation properties must be determined per ASTM F1292, (Section 11.1.1.2). Testing will be performed at a minimum of three (3) impact locations expected to show the least favorable impact attenuation properties.

Additional impact locations may be required as ascertained by the Validator or Validator-approved lab, as necessary. Participants must submit appropriate sample quantity to allow for testing at locations that must include center, uneven thickness, seams, fasteners, anchoring

devices, interlock design, or other components expected to show the least favorable attenuation properties. This includes underlayment components, as well, such as foam panels or aggregates which may affect the impact attenuation properties of the system. Detailed product installation instructions are required with sample submittals. Three (3) drops will be performed at each location at ambient temperature only and at one (1) drop height as specified by the Participant. Subsequent to the above, drops will be performed at the determined least favorable impact location, at the remaining standard reference temperatures, at one (1) drop height as specified by the Participant.

- 4.2.3 During initial main office inspection, if testing documentation has not been provided and approved per Section 4.2.1.2, Validator will select samples of products intended for certification from production or inventory, wherever the product(s) may be located, for laboratory testing to applicable Standard(s).
- 4.2.4 When manufacturing locations differ from the main office location and are used by the Participant, a listing of those locations must be provided that includes: supplier ID number (provided by the participating company), product type manufactured, manufacturer name, physical address of manufacturing location, telephone/fax numbers and the name and email (if available) of key contact(s).
- 4.2.4.1 Test results for each product manufactured at each location must be provided to the Validator.
- 4.2.4.2 If test results are not available, a sample of each product(s) manufactured at each location must be submitted for testing.
- 4.2.4.3 Validator will maintain a listing of manufacturing locations that are approved by the Validator to provide Participant's certified product(s).
- 4.2.5 Upon facility approval and product validation, Validator notifies IPEMA Administrator. Administrator provides Participant with approval to login to the website interface. Participant adds products electronically through this interface and uploads completed test reports dated within the past calendar year. By completing this process, the Participant declares that any samples of a given Playground Surfacing Product shall be representative of product initially tested and produced during normal production and offered for sale.

Electronic submittals must be accurately detailed to distinguish differences in structure and materials that have a potential to affect performance. At a minimum, the description shall include the depth of each component layer, (i.e.: Base layer, aggregate type/depth, foam/shock pad thickness, turf system pile height, infill description & amounts).

- For surfaces incorporating loose fill materials the description shall include the type and approximate size, and depth of particulate materials (for example, sand, gravel, rubber buffings, nuggets, rubber crumb, wood chips, or bark mulch) in each layer.
 - For unitary surfaces and/or systems, the sample description shall include the designation of each component and thickness of each layer.
 - When a multi-surfacing system (one that includes both unitary and loose fill surfaces as one system) is submitted, the description must include each component used and the thickness and/or depth of each layer.
- 4.2.6 Electronic submittals will be processed within 30 days of receipt and posted to the website listing if validated.

4.3 SUBSEQUENT VALIDATION PROCEDURES

- 4.3.1 The Validator will conduct scheduled inspections at the Participant's main office each fiscal year. Inspections will be performed in accordance with the detailed procedure outlined in Section 4.4. Validator will inspect and record results on the IPEMA Inspection Form (see form IPEMA 04s). The Validator and the Participant's representative will sign the IPEMA Inspection Form. The Validator will keep the original signed IPEMA Inspection Form, and a signed copy will be given to the Participant. If an annual (yearly, June 1 –May 31) inspection does not take place, a Corrective Action will be issued per Section 6.
- 4.3.2 If a noncompliance is recorded during testing and/or inspection, the Participant will receive an ICAR (IPEMA Corrective Action Request - form IPEMA 03s) and must provide a plan to the Validator within ten (10) days to resolve the issue. Procedures for correcting product(s) and/or test facility noncompliance are addressed in Section 6 of this document.
- 4.3.3 During annual inspection, 20% of participants' currently certified models will be selected by Validator from production or inventory for laboratory testing. The 20% of certified models selected will be tested to one or more of the following Standards:
- F1292 – Testing required every five years for all the certified models
 - F3351 – Testing required if F1292 is not needed for all or a portion of the certified models
 - F2075 – Testing required annually for Engineered Wood Fiber (also requires compliance to F1292)
- For Loose Fill Rubber, 20% of certified models will be selected each year for testing to the following Standard:
- F3012 – Testing required annually for Loose Fill Rubber (also requires compliance to F1292)
- See Addendum 2 for additional requirements specific to Engineered Wood Fiber (EWF), Addendum 3 for Field Manufactured Unitary (e.g.: Poured in Place [PIP]), and Addendum 4 for Loose Fill Rubber (LFR).
- Unitary product(s) will be subject to the test protocol described in Section 4.2.2.
- 4.3.4 A Sample Selection Form (form IPEMA 02s) will be completed by the Validator, and countersigned by the Participant, to identify models selected during the inspection. A copy of the completed form will be left with the Participant's contact. (All sample selection testing is to be completed by Validating laboratory.)
- If samples selected are not received in a timely manner (30 days maximum), a noncompliance will be noted and sent to the Participant in the form of an ICAR (IPEMA Corrective Action Request, form IPEMA 03s). The process outlined in Section 6 will proceed.
- 4.3.5 For Participants utilizing multiple manufacturing locations, 20% of these locations will be visited annually. If Participants added a manufacturing location that was approved during their last annual inspection, it must be included in the 20% of locations visited in the subsequent year. Manufacturing location(s) will be given, minimum, 24 hours advance notice of visit. Validator will randomly select 20% of the Participant's certified products for testing in accordance with Standard F1292 at the product(s) certified fall height rating.

4.4 GUIDELINES FOR MAIN OFFICE INSPECTION

The following key points will be reviewed at a minimum: (Refer to form IPEMA 04s for example of main office inspection form).

4.4.1 Key Personnel

The intent is to have at least two (2) contacts (corporate and technical/control assurance manager).

The Validator's inspector will want to meet both contacts and review how the IPEMA Certification Program operates. Both Participants' contacts would be expected to have read the Procedural Guide and be ready to discuss it and pose any questions.

4.4.2 Control/Quality Assurance Programs

The Participant shall have a written Control Assurance Manual, which is a set of internally agreed standards that provide guidelines for quality management. The manual should provide a systematic approach for evaluation, inspection, testing, calibration, or whatever is needed to monitor and ensure the quality of product. The manual must be approved by the appropriate corporate officer, reviewed on an annual basis, and distributed to the appropriate technical personnel.

The Validator's inspector will determine if the Participant is following its control/quality assurance procedures, including:

- A procedure to process customer orders
- Procedure for documenting and processing customer complaints or claims of noncompliance, along with applicable forms.
- Procedure to document corrective actions, along with applicable forms.
- Installation and maintenance instructions that are clear and concise and have a consistent, documented method of distribution to the playground owner and/or operator.
- Employee training records as applicable, per attached Addendums.
- Procedure for the inspection of incoming material(s), along with applicable forms.
- Procedure for manufacturing product.
- Procedure for the inspection of finished product.
- Procedure and designated location for nonconforming product segregation.
- Procedure(s) for preventative maintenance.
- Procedure for handling, storage, packaging and delivery, as applicable.
- Procedure and criteria for Participant's contract manufacturer approval and follow-up, as applicable.
- Written agreement(s) between the Participant and contract manufacturer(s) shall: 1) be signed by officials of both parties; 2) have a definitive period of at least one year and a renewal provision; 3) have provisions in which the Participant controls the manufacturing process of the contract manufacturer; 4) have provisions for the Participant to accept and assume liability for the certified product it sells, notwithstanding that it was manufactured through a contract or written agreement; 5) include a listing of product(s) being provided by the contract manufacturer as well as the product brand name(s) and model(s) assigned by the participant; 6) include a statement in the agreement that specifies expected continued quality and compliance to the Standard(s) of product being produced; and 7) ensure applicable test results are current and maintained on file by participant.
- Calibration documents for test equipment used for certification, as applicable. Calibration certificates shall be NIST (or equivalent) traceable.
- Follow-up procedures for manufacturing locations and suppliers that differ from the main office location, if applicable, including verification that written agreements are in place.
- The information relative to manufacturing sites in Section 4.2.4 will be reviewed and clarifications obtained of which certified products are made at each location, also establish the best way to ensure this information is updated to the Validator quarterly or whenever changed.
- If manufacturing locations that differ from the main office location are utilized, a method to track orders back to specific manufacturing locations.

4.5 RETAINED RECORDS

4.5.1 Validator shall retain all test and inspection records for seven (7) years.

4.5.2 Participant shall retain all records relative to the IPEMA program for seven (7) years and shall make them available to the Validator during annual inspections or upon special request.

SECTION 5 – USE OF LOGO

Upon receipt of RV approval from the Validator, Participants may use the IPEMA Certified Playground Surfacing logo(s) and program approval verbiage (see License Application and Agreement) to identify the Playground Surfacing Product(s) as certified, in accordance with the requirements of the License Application and Agreement and Appendix B.

5.1 Verification of the Proper Use of the IPEMA Logo(s).

5.1.1 During the yearly main office inspection, the Validator will verify the proper use of the IPEMA Certified Playground Surfacing Logo(s) by the Participant, in accordance with the requirements of the License Application and Agreement and Appendix B.

SECTION 6 – NONCOMPLIANCE

6.1 PRODUCT NONCOMPLIANCE

Validator shall issue notices of noncompliance in the form of an ICAR (IPEMA Corrective Action Request, form IPEMA 03s) when:

- a. It finds any Playground Surfacing Product not in full compliance with the Standard(s), or
- b. That the materials differ from the validated product approved in a manner that could affect compliance with the Standard(s).

If, during testing, the Playground Surfacing product does not meet current requirements as specified in this document, the Participant will receive an ICAR (IPEMA Corrective Action Request, form IPEMA 03s), with a copy sent to IPEMA's Administrator. (See Addendum 3, Section III, for additional information regarding noncompliance corrective actions issued for Field Manufactured Unitary products.)

If an ICAR is issued follow-up testing is required. The Validator will test all samples of product requiring follow-up testing, and the option of providing written test results from the Participant or an alternate accredited laboratory will not be permitted.

Any Participant, upon receipt of notice of noncompliance from Validator, shall, within ten (10) business days from receipt thereof, exercise one of the following options: (If no response is received by the end of ten (10) business days, Participant's right to use the IPEMA certified playground surfacing logo(s) in conjunction with the nonconforming product(s) is immediately revoked and Validator will remove the product(s) from its list of certified products.)

1. Participant submits a corrective action plan to the Validator to resolve any deficiencies found during Product Testing.
2. Participant removes the noncomplying Playground Surfacing Product(s) from the website interface and notifies Validator to remove said product from its list of certified products. At that time, Participant's right to use the IPEMA certified playground surfacing logo(s) in conjunction with the nonconforming product(s) is immediately revoked.
3. Participant appeals to the IPEMA Surfacing Certification Committee through the Validator. The appeal shall state the reasons why Validator should reconsider its noncompliance decision or retest the product.

If Validator, after reviewing the corrective action plan or retesting, determines that the ICAR (IPEMA Corrective Action Request) was rectified or not justified, the Corrective Action will be closed, and a copy sent to the Participant and Administrator.

If Validator, after reviewing or retesting, determines that the ICAR was justified, the Participant's right to use the IPEMA Certified Playground Surfacing Logo(s) in conjunction with the nonconforming product(s) is immediately revoked, and Validator will remove Participant's noncompliant product(s) from the website.

If Participant accepts the ICAR as valid by selecting the second option above, and thereafter brings the product(s) into compliance, the product(s) may be resubmitted for validation. The product(s) will be validated with a different rating or the effective date of the change and Participant's right to affix the logo(s) to the product will be reinstated. The Validator will have the dates of decertification and recertification of the noncomplying product(s). Under all circumstances, the Participant shall assume the costs of retesting.

6.2 NONCOMPLIANCE CHALLENGE AND APPEAL

When noncompliance of product(s), facility, or document(s) are found by Validator, and Participant disagrees with the noncompliance finding, the following procedures must be followed:

Participant must submit documentation to IPEMA disputing the noncompliance brought forth within 10 days of the ICAR notice being issued by Validator. ICAR must be submitted along with the documentation.

IPEMA staff will forward the documentation and ICAR notice to the appropriate certification committee (excluding members who may have a conflict of interest), for a determination to be made regarding whether noncompliance is upheld or dismissed. IPEMA staff will notify the Participant and Validator of the determination.

This action may be appealed by Participant to the IPEMA Board of Directors. Any such appeal must be made by notice to the IPEMA Administrator within ten (10) business days of receipt of the Committee's determination, and shall state the reasons why the noncompliance decision should be withdrawn or modified. If Participant appeals noncompliance to the Board of Directors, the ICAR response will not be required until the appeal is determined. If the Board upholds the noncompliance, Participant must respond accordingly (via corrective action) within 10 business days. If noncompliance is not found by the Board, Validator will withdraw the ICAR. Decisions made by the Board are final and not subject to further appeal.

If Participant selects the third option above, the product(s) for which a noncompliance was issued will not be withdrawn from the website listing of Certified Playground Surfacing Products by the Validator until the appeals process has been completed.

See Addendum 2 for additional requirements specific to Engineered Wood Fiber (EWF), Addendum 3 for Field Manufactured Unitary (e.g.: Poured-in-Place [PIP]), and Addendum 4 for Loose Fill Rubber (LFR).

6.3 MAIN OFFICE NONCOMPLIANCE

A notice of Noncompliance, in the form of an ICAR (IPEMA Corrective Action Request, form IPEMA 03s), shall be issued by the Validator when any internal procedures/documents are not being followed or completed as specified in the Participant's control assurance manual; or the documents required by Section 3.1(d) of the License Application and Agreement, cannot be provided or are not in compliance with the requirements of that section.

Participant shall, within ten (10) business days of receipt of this ICAR, exercise one of the three options listed in section 6.1 above.

SECTION 7 – CHALLENGE PROCEDURE

IPEMA recognizes two distinct Challenges that may be submitted, as follows:

Industry Representative vs Participant - An Industry Representative may be another manufacturer, an inspector, an installer, an employee or anybody who has knowledge of, and/or actively participates within, the play and playground industry.

Public vs Participant - Public may be an end-user, purchaser, or any party not affiliated with the play and playground industry.

Challenges can only be addressed if they are related to the Standard(s) or specific sections of Standard(s) to which the IPEMA program validates products, or are a violation of the IPEMA license agreement and procedural guide. In the event the performance and/or design of certified product(s), or program compliance of a Participant, is Challenged, the process below shall be followed. The Participant's product being Challenged shall remain on the IPEMA website while the Challenge is in process. Failure to respond within the timeframe noted below may result in a determination unfavorable to the non-responsive party.

The following procedures must be followed to initiate a Challenge:

The Challenger completes and submits the IPEMA Certification Challenge Form (form IPEMA 08s) to IPEMA. Submittal shall include supporting documentation outlining the detail of Challenge, applicable test data, and any other information relevant to the Challenge. If known, the documentation shall specify the section(s) of the particular standard(s) to which the product should comply. If the Challenge Form represents a third complaint about the same Participant and relating to the same issue, that complaint will be taken directly to the Board of Directors for discussion and will result in consideration of removal of the Participant's products from the website.

1. Upon receipt of the Challenge Form, the Challenge Review and Response Committee (IPEMA's Executive Director, IPEMA's certification administrator, IPEMA's legal counsel, and two validator staff personnel) is notified via email and sent the Challenge Form and supporting documentation.
2. Within 30 business days of receiving the Challenge Form, the five individuals noted confer and make a determination (based upon a majority rule) to request more information from the Challenger and/or Participant, dismiss the Challenge, or proceed with the Challenge.
3. If the decision is made to proceed with the Challenge, the Participant is sent a copy of the Challenge Form and supporting documentation. Within 30 business days the Participant must provide IPEMA with their response to the Challenge. The response may include testing documents for the product being Challenged, photographs, or other pertinent information to address the Challenge.
4. Upon receipt of the response, the Challenge Review and Response Committee will receive copy of the Challenge and the Participant's response and review both within 30 business days. The information shared with the Challenge Review and Response Committee will also include any previous complaint(s) that are the same or similar in nature to the complaint received, as well as the Participant's response to that complaint. The Challenge Review and Response Committee may seek additional information from the Challenger and/or Participant before making a final determination on the Challenge. If additional information is requested, an additional 15 business days will be provided to secure the requested information and then another 15 business days will be allowed for the Committee to make its determination. A determination will be made (based upon a majority rule) to issue an ICAR to the Participant, remove the certified product from the website, or dismiss the Challenge. The Challenge Review and Response Committee may require additional actions be taken if the response to the previous complaint did not result in changes being made to address issues.
5. Once a determination is made, the Challenger and the Participant will be notified of the decision and the appropriate action will be taken.
6. Within 30 business days of the date of the determination letter, the Challenger and/or the Participant may issue an appeal of the decision to the IPEMA Board of Directors. The decision of the Board of Directors is final and binding upon the Challenger and the Participant.

SECTION 8 - PROCEDURE FOR PRIVATE LABEL PRODUCTS

Participants who manufacture private label products for resale by other Participants will follow the certification procedure for each product to be certified. The product brand name(s) and model(s) sold by the private labeler and manufactured by the private label manufacturer will be furnished to the validator.

Before the Private Labeler may list these product(s) on the IPEMA website, or sell these products with the IPEMA Certification Logo(s), they must submit a License Application and Agreement, pay all required administration fees, provide a copy of an agreement as outlined below, and undergo an annual office inspection, which includes applicable portions under Section 4.4 (Guidelines for IPEMA Main Office Inspection).

Participants who wish to sell private label Surfacing Product(s) manufactured by a private label manufacturer must maintain a current agreement, signed by officials of both parties that includes, at a minimum:

- Product brand name(s) and model(s) being provided by Private Label Manufacturer
- Product brand name(s) and model(s) being sold by Private Labeler
- A statement specifying the Private Label Manufacturer's commitment to continued quality and compliance to the Standard(s) herein for the private label product(s).
- Have provisions for the Private Labeler to accept and assume liability for the private label product(s) it sells.
- Test results that are current and maintained on file by both parties.
- Definitive period and renewal provisions, as applicable.

This signed agreement is required of all Participants, regardless of any Corporate affiliations which may exist between the Participants.

SECTION 9 – FINANCING

The Administrative functions of the IPEMA Surfacing Certification Program are financed by yearly administrative fees paid by Participants to both IPEMA and the Validator. These non-refundable fees help defray expenses relating to the Surfacing Certification Program. The fee schedule (Appendix C to the License Application and Agreement) may be amended from time to time and is applicable to participation in the IPEMA Surfacing Certification Program.

SECTION 10 –INTERPRETATION PROCEDURES

Interpretation clarification and product implementation procedure:

1. Validator and/or Participant will bring interpretation questions to the Surfacing Certification Committee for interpretation.
2. Committee will provide program interpretations or defer to ASTM for clarification.
3. If Committee defers to ASTM, Participant must write rationale for its interpretation and submit to Validator for interim approval.
4. After ASTM action, the Committee publishes its interpretation; administrator distributes to participants, and sets a date for Participant's compliance to maintain certification of affected products.
5. Participant has four (4) choices for compliance to revised interpretation:
 - Submit supplemental RV – deals only with revised interpretation issues (does not extend annual test date).
 - Submit new RV – total retest of product.
 - Submit statement that changes are not necessary for remaining certified products.
 - Submit statement that lists products to be dropped from certified product listing in lieu of changes.
6. If Participant meets compliance date, certified product list does not change. If compliance date passes without action by Participant, Validator may remove products from certified products list, subject to Committee review.
7. The Validator and Administrator will maintain a list of program interpretations. Program interpretations of the Standard(s) will be issued periodically by addenda. Contact the Administrator for addenda. As program interpretations are addressed within the published ASTM standard(s), they will be withdrawn from the addenda.

SECTION 11 – PRODUCT RECALLS AND MODIFICATIONS

IPEMA recognizes that products are periodically recalled by either the manufacturer or the Consumer Product Safety Commission (CPSC) and other recognized government regulatory agencies outside of the U.S. (“other agency”). Should that occur, the following procedures are to be carefully followed by the manufacturer that is a Participant in the IPEMA certification program:

For Product Recalls administered by CPSC and other agencies

1. Upon public notification that the CPSC or other agency has issued a Product Recall, whether voluntary or mandatory, of an IPEMA certified product, a copy of the public notice (or news release) received by the manufacturer must be forwarded to both IPEMA, TUV and any Private Labeler(s)
2. If the product has been recalled completely and is to be removed from service, within two (2) weeks of notification of a recall of an IPEMA certified product, the manufacturer, and any Private Labeler(s) must utilize the IPEMA website interface and remove certification for that product, thereby making the recalled product “Obsolete”.
3. If the product has been recalled with a field modification remedy, within two (2) weeks of notification of a modification being required of an IPEMA certified product, the manufacturer and any Private Labeler(s) must utilize the IPEMA website interface to either remove certification for that product (making it “Obsolete”) or make the appropriate change to the product. When submitting a modification, the manufacturer and any Private Labeler(s) must add in the product name field the following statement: “Modified due to Government Recall on (date).” This information will appear on the certificate for this product.

For Product Recalls and Modifications administered by the manufacturer

Within two (2) weeks of notifying the customer/owner/operator of recalls and/or safety modifications:

1. Notification must be provided to IPEMA, TUV and any Private Labeler(s) noting the product name and number, the action being taken, and the reason for the recall and/or safety modification.
2. For products to be removed from service, the manufacturer and any Private Labeler(s) must utilize the IPEMA website interface and remove certification for that product, thereby making the recalled product “Obsolete”.
3. For products requiring safety modifications, a plan of action must be shared with IPEMA, TUV and any Private Labeler(s) how notice of the modification is being addressed and a date provided for implementation.

Failure to comply with the requirements listed above may result in the manufacturer losing its IPEMA certification for all its products, and for the Private Labeler(s) losing its IPEMA certification for the recalled or modified product(s).

SECTION 12 – CHANGE IN OWNERSHIP OF COMPANY OR PRODUCT LINE

This Program recognizes that changes in corporate ownership as a result of mergers, acquisitions, or restructuring may occur. The Program validates products by relying on testing conducted by the company at the Validator-approved facility and the following scenarios are presented with requirements for maintaining or obtaining validation of products:

If the company name, parent company, and/or EIN change, the following must occur:

- Notification to IPEMA and Validator of the new name along with the following documents:
 - New license agreement with name, EIN, contact person(s)
 - New certificates of insurance naming IPEMA and Validator as additional insured

If test-designated personnel changes are made, the following must occur:

- Update on website interface with new contact names and information
- Notification to Validator of the new contact name and information
- Updated certificate from nationally recognized playground safety inspector course (if the person previously holding the certificate has gone)

If a certified product (or certified product line) is purchased, the following must occur:

- If the purchaser is a participant in the program, and the product continues to be manufactured at the facility of the seller:
 - Notification to IPEMA and Validator of the purchase (listing the seller, the purchaser, the IPEMA certified products included in the sale, and the date of purchase)
 - Submission of new product(s) under the purchaser company on the website interface for validation
- If the purchaser is a participant in the program, and the product is manufactured at a different facility than previously manufactured:
 - Notification to IPEMA and Validator of the purchase (listing the seller, the purchaser, the IPEMA certified products included in the sale, and the date of the purchase)
 - Submission of new product(s) under the purchaser company on the website interface for validation
 - Schedule an inspection with Validator, unless the facility is already approved through the program
- If the purchaser is not a participant in the program, regardless of the manufacturing facility location:
 - Company would have to apply for certification through IPEMA and go through the protocols to have products certified

SECTION 13 – FORMS

IPEMA Surfacing Sample Selection Receipt – IPEMA 02s

IPEMA Corrective Action Request (ICAR) – IPEMA 03s

IPEMA Inspection Form – IPEMA 04s – (4 pages)

Procedure Data log for Section 9 of ASTM F2075 Tramp Metal Test Data Sheet – IPEMA 05s (2 pages)

Sieve Analysis Data Sheet, ASTM F2075 – IPEMA 06s

IPEMA Surfacing - Manufacturing Location Test Request – IPEMA 07s

IPEMA Certification Challenge Form – IPEMA 08s

Request for Validation (RV) – IPEMA 09s

Procedure and Data Log for Section of ASTM F3012 Tramp Metals Test Data Sheet – IPEMA 10s (2 pages)

Sieve Analysis Data Sheet, ASTM F3012 (for Rubber Nuggets) – IPEMA 11s

Sieve Analysis Data Sheet, ASTM F3012 (for Rubber Buffings) – IPEMA 12s

IPEMA Surfacing Sample Selection Receipt

IPEMA Participant:		Manufacturer:	
Address:		Mfr. Address:	
Phone Number:		Mfr. Phone Number:	
☐ Manufacturer info same as Participant		Supplier ID:	

Impact Attenuation Testing (per ASTM F1292)

Commercial Name of Product	Model Number	Product Type	Thk./Ht. Ratio

Engineered Wood Fiber - ASTM F2075 Testing

Sieve Analysis Yes ☐ No ☐
Hazardous Metals Yes ☐ No ☐
Tramp Metals Yes ☐ No ☐

Loose Fill Rubber - ASTM F3012 Testing

Sieve Analysis Yes ☐ No ☐
Hazardous Metals Yes ☐ No ☐
Tramp Metals Yes ☐ No ☐
Total Lead Content Yes ☐ No ☐

Magnet Used During Selection (F2075)

PLYP00060 ☐
PLYP00067 ☐
PLYP00094 ☐
PLYP00115 ☐
PLYP00171 ☐

Samples Required for Testing:

EWf: 10 cubic feet

LFR: 5 cubic feet

Tiles/Turf/PIP: **As required for least favorable location testing**

Sample(s) Selected By: _____ Date: _____

Note: Sample(s) selected are representative of production from this location.

Witnessed By: _____ Date: _____

Manufacturer's Representative

Shipped VIA: _____ by: _____ Date: _____
Person/Company

To: Certification Programs Manager
IPEMA Certification Program
TÜV SÜD America, Inc.
1755 Atlantic Blvd.
Auburn Hills, MI 48326
Phone # (616) 546-4600

Customer Account ☐
TÜV SÜD Account ☐
UPS Store/Other ☐

IPEMA CORRECTIVE ACTION REQUEST (ICAR)

PARTICIPANT:		CAR NO:	DATE:	
ADDRESS:				
CONTACT:		EMAIL:		
PHONE:		TÜV SÜD AUDITOR:		
PRODUCT NAME (OR FACILITY):		MODEL (IF APPLICABLE):		
DISCREPANCYNOTED:				
CORRECTIVE ACTION PLAN DUE NO LATER THAN:				
PARTICIPANT CORRECTIVE ACTION PLAN:				
PARTICIPANT SIGNATURE:			DATE:	
CORRECTIVE ACTION PLAN IS:		ADEQUATE		INADEQUATE
CORRECTION DUE DATE:				
TÜV SÜD FOLLOW-UP REQUESTS:				
TÜV SÜD FINAL COMMENTS:				
CORRECTION TEST RESULTS		PASS		FAIL
TÜV SÜD SIGNATURE:			DATE:	
REVIEWED/APPROVED BY:			DATE:	

IPEMA Playground Surfacing
Certification Program

Annual Inspection Report

Inspection Type:

Initial Inspection:

☐

Annual/Subsequent Inspection:

☐

Date of this inspection: _____

Participant:

Contacts:

Technical Test:

Technical Test:

Corporate:

Product Types Certified:

EWF ☐ PIP ☐ LFR ☐ TILE ☐ TURF ☐ Other ☐

Inspection Results:

Facility Approval

Validator: _____

Participant Rep: _____

Date: _____

Date: _____

Summary Comments:

Program Required Documentation

	Yes	No	N/A
Is current signed License Agreement on file?	☐	☐	
Is IPEMA Procedural Guide on file?	☐	☐	
ASTM F1292/ASTM F2075/ASTM F3012/ASTM F3313, latest revisions? (Recommended)	☐	☐	
Certificates of insurance?			
TÜV SÜD America?	☐	☐	
IPEMA?	☐	☐	
Amount:			
Expiration Date:			
Is IPEMA logo(s) being used properly? (Review all usages of logo(s) to Appendix B)	☐	☐	☐
Are current test results on file for all certified products?	☒	☒	
Comments:			

Control Assurance Program

	Yes	No	N/A
Is participant ISO 9000 certified?	☐	☐	☐
Certifying body:			
Effective dates:			
Does Participant have written control assurance manual?	☐	☐	☐
Last Revision/Approval date: (Required annual review and approval)			
Does manual include:			
Procedure to process customer orders?	☐	☐	☐
Procedure for inspection of incoming raw materials?	☐	☐	☐
Procedure for manufacturing product? (if applicable)	☐	☐	☐
Procedure for the inspection of finished product, or final approval of installation?	☐	☐	☐
Procedure for preventative maintenance (if applicable)	☐	☐	☐
Procedure for documenting and tracking customer complaints, and applicable forms?	☐	☐	☐
Procedure for documenting internal corrective actions, and applicable forms?	☐	☐	☐
Procedure for handling nonconforming products?	☐	☐	☐
Procedure for handling, storage, packaging and delivery? (as applicable)	☐	☐	☐
Method to track origin of shipment? (i.e. manufacturing location, raw materials)?	☐	☐	☐
Review examples (2) of process and document method below. (Include invoice or record number)			
Procedure for contract manufacturer/supplier approval and follow-up?	☐	☐	☐
Employee training records (if applicable)?	☒	☒	☒
Comments:			

Contract/Private Label Manufacturers

Contract Manufacturers:

	Yes	No	N/A
Does Participant use contract manufacturers? (EWF, LFR, Tiles, etc.)	☐	☐	
Does Participant have current listing of contract manufacturers? (listing to be provided to Validator during the inspection)	☐	☐	☐
Are valid agreements on file for each contract manufacturer?	☐	☐	☐
Are current test results for each contract manufacturer on file?	☐	☐	☐

Private Labeling:

Does Participant manufacture product for private label (Private Label Manufacturer)?	☐	☐	☐
Does Participant private label product for resale and certification under alternate brand name(s) (Private Labeler)?	☐	☐	☐
Does Participant have current listing of private label manufacturers? (Listing to be provided to Validator during the inspection)	☐	☐	☐
Are valid agreements on file for each private label manufacturer?	☐	☐	☐
Does agreement(s) identify product brand name(s) and model(s), and resellers private labeled brand name(s) and model(s)?	☐	☐	☐
Are current test results on file for all private label manufacturers and products?	☐	☐	☐

Comments:

Installation Instructions

	Yes	No
Are instructions adequate for proper installation?	☐	☐
Are instructions adequate for proper maintenance?	☐	☐
Who is responsible for installation of material?		

How are installation/maintenance instructions distributed?

Comments:

F2075 Requirements (Engineered Wood Fiber Manufacturers) or F3012 Requirements (Loose Fill Rubber)

	Yes	No	N/A
Is Participant performing testing to F2075 or F3012 for initial certification of contract manufacturing facilities?	☐	☐	☐

Participant performed testing

What testing is being performed by Participant for initial certification of contract manufacturing facilities? (Check all that apply)

Tramp Metals

Sieve Analysis

Hazardous Metals

Total Lead Content (ASTM F3012 only)

Is all Participant test equipment used traceable to NIST or its equivalent?

Are calibration certificates on file for Participant test equipment used?

Do calibration records reflect the item identification, description, and last calibration date?

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Outsourced Laboratory Performed Testing

Is Participant outsourcing testing to F2075 or F3012 for initial certification of contract manufacturing facilities?

☐	☐	☐
--------------------------	--------------------------	--------------------------

What testing is being performed by outsourced test laboratory for initial certification of contract manufacturing facilities? (check all that apply)

Tramp Metals

Sieve Analysis

Hazardous Metals

Total Lead Content (ASTM 3012 only)

Is outsource test laboratory A2LA accredited, or equivalent?

☐	☐
☐	☐
☐	☐
☐	☐

☐	☐	☐
--------------------------	--------------------------	--------------------------

Comments:

Field Manufactured Unitary

	Yes	No	N/A
Does Participant have training manual for crew chiefs/installers?	☐	☐	☐
Is it adequate?	☐	☐	☐
Have all crew members been trained?	☐	☐	☐
Is crew member training documented? (document method in Comments)	☐	☐	☐

Does Participant maintain current listing of crew chiefs and their installations?	☐	☐	☐
---	--------------------------	--------------------------	--------------------------

Listing of installs for each crew chief, including any subcontractors, for previous 12 months, shall be provided to Validator during the inspection.

Are test reports on file for each crew chief?	☐	☐	☐
---	--------------------------	--------------------------	--------------------------

Comments:

Follow Up on Past Discrepancies

	Yes	No	N/A
Were discrepancies or comments reported on previous inspection report?	☐	☐	☐
Have required/recommended revisions/corrections been completed and implemented?	☐	☐	☐

Comments:

ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment

IPEMA Participant:
Manufacturer Name:
Location/Address:

Date:

Contact:
Name:
Phone:

City:
State:
Supplier ID: IPEMA
Participant:

Date:

SAMPLE (EWF) SIZE _____/CUBIC YARD - Note: Sample Size must be $\geq$ 50 Cubic Yards.

Test Instructions:

1. Divide the stockpile into four (4) radial quadrants and number 1, 2, 3, 4.
2. When inserting the magnetic wand, go 3 feet or greater into the stockpile.
3. Remove metal particles from probe after each insertion.
4. At each quadrant insert probe seven (7) times at four (4) different heights.
5. Record the number of all magnetic particles retrieved which have any dimension of $\frac{1}{2}$ inch or greater.
6. Probe Log: Log the number and size of Magnetic Particles/Probe Number
7. Total number of magnetic particles greater than $\frac{1}{2}$ inch.
8. Visual inspection – total number of metal particles.
9. Total number of metal particles having any dimension of $\frac{1}{2}$ inch (1-27 cm) or greater. No of Particles _____ Size of Particles _____
10. Verification of Magnetic Probe Strength Annex:
 - a. Refer to ASTM F2075, Annex 1 for magnet strength verification method.
 - b. Results:

Equipment Verification Results:

Test 1:	Result	Test 2:	Result	Test 3:	Result
Average reading of the three results above:					
Magnetic Test Probe Serial Number:					
Date of Purchase:					
Original Average Force at Date of Purchase:					
Results must be within $\pm 10\%$ of original results:			Pass	☐	Fail ☐

SAMPLE TEST PERSONNEL NAME: _____

VERIFIED BY FACILITY REPRESENTATIVE:

SIGNATURE: _____ DATE: _____

Manufacturers Name:

Date:

Probe Data Log for Section 9 of ASTM F2075 Tramp Metal Test

Level – 0" – 15"

Quadrant 1	Pass	Fail	Quadrant 2	Pass	Fail	Quadrant 3	Pass	Fail	Quadrant 4	Pass	Fail
Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐
Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐
Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐
Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐
Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐
Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐
Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐

Level – 15" – 30"

Quadrant 1	Pass	Fail	Quadrant 2	Pass	Fail	Quadrant 3	Pass	Fail	Quadrant 4	Pass	Fail
Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐
Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐
Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐
Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐
Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐
Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐
Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐

Level – 30" – 45"

Quadrant 1	Pass	Fail	Quadrant 2	Pass	Fail	Quadrant 3	Pass	Fail	Quadrant 4	Pass	Fail
Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐
Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐
Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐
Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐
Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐
Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐
Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐

Level – 45" – 60"

Quadrant 1	Pass	Fail	Quadrant 2	Pass	Fail	Quadrant 3	Pass	Fail	Quadrant 4	Pass	Fail
Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐	Probe 1	☐	☐
Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐	Probe 2	☐	☐
Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐	Probe 3	☐	☐
Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐	Probe 4	☐	☐
Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐	Probe 5	☐	☐
Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐	Probe 6	☐	☐
Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐	Probe 7	☐	☐

Comments: _____

Sieve Analysis Data Sheet
ASTM F2075 Section 4.4.2 per 7.4

IPEMA Participant:
 Manufacturer Name:
 Location/Address:
 City:
 State:
 Supplier ID:
 IPEMA Participant:

Date:
 Contact Name:
 Phone:
 Date:

Initial sample dry weight _____ g

$\frac{3}{4}$ " Sieve

Material remaining _____ g $\div$ Initial sample weight _____ g = _____ x 100 = _____ % not passing $\frac{3}{4}$ " sieve

100% - _____ % not passing $\frac{3}{4}$ " Sieve = _____ % Passing $\frac{3}{4}$ " Sieve

$\frac{3}{8}$ " Sieve material remaining = _____ g

Material remaining _____ g $\div$ Initial sample weight _____ g = _____ x 100 = _____ % not passing $\frac{3}{8}$ " sieve

100% - _____ % not passing $\frac{3}{8}$ " Sieve + _____ % not passing $\frac{3}{4}$ " sieve = _____ % Passing $\frac{3}{8}$ " Sieve

No. 16 Sieve material remaining = _____ g

Material remaining _____ g $\div$ Initial sample weight _____ g = _____ x 100 = _____ % not passing No. 16 sieve

100% - _____ % not passing No. 16 Sieve + _____ % not passing $\frac{3}{4}$ " sieve + _____ % not passing $\frac{3}{8}$ " sieve = _____ % Passing No. 16 Sieve

* Add: $\frac{3}{4}$ " % not passing _____ %
 $\frac{3}{8}$ " % not passing _____ %
 No.16 % not passing _____ %
 % Passing No. 16 _____ %
 = _____ % - (Should = 100%)

Sieve Size
 $\frac{3}{4}$ " (19.05mm)

Min/Max Requirement
 99-100%

% Loss by Sieve

$\frac{3}{8}$ " (9.53mm)

78-100%

No. 16

0-15%

Pass ☐ Fail ☐

Test Performed By: _____

Date: _____

Reviewed By: _____

Date: _____

Form IPEMA 06s

IPEMA Surfacing – Manufacturing Location Test Request

IPEMA Participant:
Manufacturer Name:
Location Address:
City:
State:
Supplier ID:

Date:
Contact Name:
E-mail Address:
Phone:
Fax:
Product Type (EWF, LFR, etc.):

Commercial Name of Product: _____

When Participant adds a new manufacturing location, a sample must be submitted and tested by the Validator according to full ASTM F1292 (three temperature) protocol before product from that location will be certified. See section 4.2.4 of this Procedural Guide for Playground Surfacing Program.

ASTM F1292 Impact Attenuation Test Parameters

Compacted Depth or Material Thickness (inches)	Impact Height (feet)

ASTM F2075 EWF Testing (if applicable)

Sieve Analysis

- ☐ To be completed by Validator
☐ To be completed by Participant

Hazardous Metals

- ☐ To be completed by Validator
☐ To be completed by Participant

Tramp Metals

- ☐ To be completed by Validator
☐ To be completed by Participant

ASTM F3012 LFR Testing (if applicable)

Sieve Analysis

- ☐ To be completed by Validator
☐ To be completed by Participant

Hazardous Metals

- ☐ To be completed by Validator
☐ To be completed by Participant

Tramp Metals

- ☐ To be completed by Validator
☐ To be completed by Participant

Total Lead Content

- ☐ To be completed by Validator
☐ To be completed by Participant

If the Participant elects to perform testing as indicated, results must be submitted to the Validator before the facility is considered approved.

Sample(s) Selected By: _____ Date: _____

Note: By signing, manufacturer is stating that sample(s) selected for testing are representative of production from this location.

Sample size requirements:

EWF – 5 cubic feet minimum, per depth

LFR – 20 gallons (dry) minimum, per depth (equivalent to 3.2 cubic feet)

Tile, Turf, PIP, etc. – As determined by Validator, per procedural guide Section 4.4.2

To: Certification Programs Manager
IPEMA Certification Program
SÜD America, Inc.
1755 Atlantic Blvd.
Auburn Hills, MI 48326

Phone # (734) 455-4841
Fax # (734) 455-6590 TÜV

Customer Account ☐
TÜV SÜD Account ☐
UPS Store/Other ☐

Form IPEMA 07s

IPEMA Certification Challenge Form

The IPEMA challenge procedure is intended to be used when a member of the playground industry or a member of the general public, not affiliated with the playground industry, wishes to challenge either the performance and/or design of a certified product or a Participant's compliance to the certification program. Details outlining the challenge process can be found in the procedural guide. All complaints shall first be directed to the participant before being brought to IPEMA. Please document the process followed as well as the response received in the complaint.

Challenger Information

Name:		Date:	
Company:		Phone Number:	
Address:		Email:	
City:			
State:			

Product Information (if known)

Manufacturer:	
Surfacing Material:	

Site/Product location where alleged noncompliance was found:

Site Name:	
Address:	
City:	
State:	
Zip:	
Date of Findings:	
Describe the issue found:	
(If known, please specify the section(s) of the applicable ASTM standard(s) in which noncompliance is alleged.	

Other Information Requested:

Date of installation	
Copy of purchase order	
Photos (dated, scale included, and at least one photo of the overall site/playground)	
Date Participant contacted	
Response from Participant (include email chain and/or synopsis of conversation)	

Complainants are encouraged to send as much documentation as possible with the challenge form. Please submit completed form and supporting documentation to certification@ipema.org.

REQUEST FOR VALIDATION (RV)

Company: _____ Date Submitted: _____
Contact: _____ Product Line: _____ New
Address: _____ Products: ☐
Phone: _____ Retest Products: ☐

We request Validation of the products listed below. These products are representative of our production and are duplicates of the units designated by these products that will be offered for sale, for compliance to ASTM F1292.

	Rating		Product Number Or Name	Description/Category	Surfacing Manufacturing Location/Supplier ID	Approval	
	Depth or Thickness (Inches)	Critical Height (Feet)				Yes	No
1							
2							
3							
4							
5							
6							

Engineered Wood Fiber Manufacturers must complete for Certification to ASTM F2075

	Product Brand Name/ Trade Name	Description	Location and Supplier ID	Approval	
				Yes	No
1					
2					

Loose Fill Rubber Manufacturers must complete for Certification to ASTM F3012

	Product Brand Name/ Trade Name	Description	Location and Supplier ID	Approval	
				Yes	No
1					
2					

The models listed above, requested for validation, are to be tested and meet performance requirements established by IPEMA ASTM F1292-____, and/or ASTM F2075-____, and/or ASTM F3012-____.

Submitted by: _____ Reviewed by: _____

TÜV America Use Only

Validated by: _____ Date: _____

Distribution of Request for Validation: 1 copy to Participant, 1 copy to be retained by Validator.

ASTM F3012 Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment

IPEMA Participant:
Manufacturer Name:
Location/Address:

Date:

Contact:
Name:
Phone:

City:
State:
Supplier ID:

SAMPLE SELECTION SIZE (PER SECTION 5 OF ASTM 3012): Five (5) 3 cubic yard (yd.³) piles are required for sample selection. Eight (8) 2 dry quart samples are drawn from each 3yd.³ sample pile, taking two (2) 2 dry quart samples from each quadrant of the pile, digging 1 to 2ft. in the pile. Each of the two probes (in each quadrant) shall be in different locations (in vertical and horizontal directions) in the quadrant.

Test Instructions:

1. From the 20 dry gallon sample, measure a 15 dry gallon sample.
2. Transfer approximately 0.5 dry pt. of the sample onto a large, clean white surface.
3. Visually inspect the sample to see if any free tramp metals, or exposed encapsulated metals, are present. Segregate free tramp metals and encapsulated metals into separate piles.
4. After visual inspection, check the sample with the ceramic magnet. Any metal attracted to the magnet shall be set aside as free tramp metals, or encapsulated tramp metals.
5. Repeat the procedure above until the entire 15 dry gallon sample has been inspected.
6. Measure each free tramp metal particle gathered, and separate those particles measuring 0.50in. or greater. Report the number of particles found to be measuring larger than 0.50in.
7. From the free tramp metal particles remaining, measure and set aside all particles measuring between 0.20in. and 0.50in. These particles shall be tested for sharp points per 16 CFR 1500.48. Record the number of sharp free tramp metal particles.
8. Repeat steps 6 and 7 above for all exposed encapsulated metal particles.

SAMPLE TEST PERSONNEL NAME: _____

VERIFIED BY FACILITY REPRESENTATIVE:

SIGNATURE: _____ **DATE:** _____

Manufacturers Name:

Date:

Data Log for Section 9 of ASTM F3012 Tramp Metal Test

Gallon	# of Particles Found	# of Particles >0.5in.	# of Particles <0.5in.	# of Encapsulated Particles	# of Free Tramp Metals Particles	# of Sharp Points (from particles over 0.2in.)	Comments/Description of Particles
1							
2							
3							
4							
5							
6							
7							

Gallon	# of Particles Found	# of Particles >0.5in.	# of Particles <0.5in.	# of Encapsulated Particles	# of Free Tramp Metals Particles	# of Sharp Points (from particles over 0.2in.)	Comments/Description of Particles
8							
9							
10							
11							
12							
13							
14							
15							

Sieve Analysis Data Sheet ASTM F3012 (Section 4.2.1) per 7.4 - Rubber Nuggets

IPEMA Participant:
Manufacturer Name:
Location/Address:
City:
State:

Date:
Contact Name:
Phone:

Supplier ID: IPEMA Participant:

Date:

Initial sample dry weight _____ g

7/8" Sieve

Material remaining _____ g ÷ Initial sample weight _____ g = _____ x 100 = _____ % not passing 7/8" sieve

100% - _____ % not passing 7/8" Sieve = _____ % Passing 7/8" Sieve

#4 Sieve material remaining = _____ g

Material remaining _____ g ÷ Initial sample weight _____ g = _____ x 100 = _____ % not passing #4 sieve

100% - _____ % not passing #4 Sieve + _____ % not passing 7/8" sieve = _____ % Passing #4 Sieve

* Add: 7/8" % not passing _____ % #4 %
not passing _____
% = _____ %
- (Should = 100%)

Sieve Size
7/8"
(22.22mm)

Min/Max Requirement
99-100%

% Loss by Sieve

#4 (4.8mm)

75-100%

Pass

☐

Fail

☐

Test Performed By: _____

Date: _____

Reviewed By: _____

Date: _____

Form IPEMA 11s

Sieve Analysis Data Sheet

ASTM F3012 (Section 4.2.2) per 7.4 – Rubber Buffings

IPEMA Participant:
 Manufacturer Name:
 Location/Address:
 City:
 State:
 Supplier ID:
 IPEMA Participant:

Date:
 Contact Name:
 Phone:
 Date:

Initial sample dry weight _____ g

1" Sieve

Material remaining _____ g ÷ Initial sample weight _____ g = _____ x 100 = _____ % not passing 1" sieve

100% - _____ % not passing 1" Sieve = _____ % Passing 1" Sieve

#5 Sieve material remaining = _____ g

Material remaining _____ g ÷ Initial sample weight _____ g = _____ x 100 = _____ % not passing #5 sieve

100% - _____ % not passing #5 Sieve + _____ % not passing 1" sieve = _____ % Passing #5 Sieve

#8 Sieve material remaining = _____ g

Material remaining _____ g ÷ Initial sample weight _____ g = _____ x 100 = _____ % not passing #8 sieve

100% - _____ % not passing #8 Sieve + _____ % not passing 1" sieve + _____ % not passing #5 sieve
 = _____ % Passing #8 Sieve

#16 Sieve material remaining = _____ g

Material remaining _____ g ÷ Initial sample weight _____ g = _____ x 100 = _____ % not passing #16 sieve

100% - _____ % not passing #16 Sieve + _____ % not passing 1" sieve + _____ % not passing #5 sieve + _____ % not passing #8 sieve = _____ % Passing #16 Sieve

* Add: 1" % not passing _____ % #5 %

not passing _____ %

#8 % not passing _____ %

#16 % not passing _____ %

% Passing No. 16 _____ %

= _____ % - (Should = 100%)

Sieve Size

1" (25.4mm)

#5 (4.00mm)

#8 (2.36mm)

#16 (.0469")

Min/Max Requirement

99-100%

0-45%

0-15%

0-5%

% Loss by Sieve

Pass

☐

Fail

☐

Test Performed By: _____

Date: _____

Reviewed By: _____

Date: _____

Form IPEMA 12s

SECTION 14 – ADDENDA

Addendum 1 – Required Test Equipment List for Sieve Analysis Test/Suggested Equipment Source(s)

Addendum 2 – Additional Requirements for Engineered Wood Fiber (EWF)

Addendum 3 – Additional Requirements for Field Manufactured Unitary Playground Safety Surface System(s) (e.g. Poured in Place [PIP])

Addendum 4 – Additional Requirements for Loose Fill Rubber (LFR)

**ADDENDUM 1 – REQUIRED TEST EQUIPMENT LIST FOR SIEVE ANALYSIS TEST
SUGGESTED EQUIPMENT SOURCE(S)**

IPEMA Required Test Equipment for Sieve Analysis and Tramp Metals testing, ASTM F2075 Sections 4.4 and 4.6, or ASTM F3012 Sections 4.2 and 4.4 (if Participant chooses to perform testing for initial certification)

<u>Equipment</u>	<u>Range</u>	<u>Tolerance</u>	<u>Calibration Interval</u>
Scale	To accommodate Participant sample Weight	0.5g	1 Year
Sieve (ASTM F2075)	0.75in. (19.0mm)	Per ASTM E11	3 Years
Sieve (ASTM F2075)	0.375in. (9.5mm)	Per ASTM E11	3 Years
Sieve (ASTM F2075/F3012)	#16 (0.0469in. [1.1mm])	Per ASTM E11	3 Years
Sieve (ASTM F3012)	1.00in.	Per ASTM E11	3 Years
Sieve (ASTM F3012)	0.875in.	Per ASTM E11	3 Years
Sieve (ASTM F3012)	#4 (0.1875in. [4.8mm])	Per ASTM E11	3 Years
Sieve (ASTM F3012)	#5 (0.157in.)	Per ASTM E11	3 Years
Sieve (ASTM F3012)	#8 (0.0929in.)	Per ASTM E11	3 Years
Sieve Shaker	Industry Standard		N/A
Oven	up to 140°F (60°C)	± 9°F (± 5°C)	1 Year

Suggested Equipment Sources:

(These are just suggested sources. Any equipment supplier that can provide equipment that meets the specifications indicated in ASTM 2075 or ASTM F3012 will be considered adequate)

Scale -	Gilson Company Inc. P.O. Box 200 Lewis Center, OH. 43035 (740) 548-7298 (phone) (740) 548-5314 (fax) www.globalgilson.com
Sieve Shaker and Sieves -	W.S Tyler 8570 Tyler Blvd. Mentor, OH. 44060 (800) 321-6188 (toll free) (440) 974-1047 (phone) (440) 974-0921 (fax) www.wstyler.com
Oven -	Per ASTM F2075 (see above for required tolerance)
Magnetic Probe Per ASTM F2075	Industrial Magnetics, Inc
• Model number: PROBE02A006.	1385 M-75 S Boyne City, MI 49712 (800) 662-4638 (231) 582-0622 www.magnetics.com
Ceramic Magnet Per ASTM F3012	
• Model Number: #PH2102	

ADDENDUM 2 – ADDITIONAL REQUIREMENTS FOR ENGINEERED WOOD FIBER (EWF)
IPEMA Surfacing Program Procedural Guide for Engineered Wood Fiber (EWF)

I) INITIAL VALIDATION PROCEDURES FOR ENGINEERED WOOD FIBER (EWF)
MANUFACTURERS

In addition to the requirements outlined in Section 4.2.1.2 of the Surfacing Procedural Guide, the Participant may provide complete test results for all product models intended for certification to F2075, from an A2LA, or equivalent, accredited lab, along with a copy of the lab's Scope of Accreditation reflecting this Specification. (Submitted test reports are still subject to approval by the IPEMA Surfacing Certification Validator, regardless of test lab's accreditation.) Tests shall have been performed to the current Standard revision, and shall be no more than one (1) year old. ASTM F2075 establishes minimum requirements for sieve analysis testing, hazardous metals concentration (provided by an A2LA Lab), and tramp metals content testing.

If testing documentation is not provided and approved, Validator will select samples of products intended for certification from production or inventory for laboratory testing during initial office inspection.

- i. If Participant operates multiple manufacturing locations, a sample from each location must be tested. Sampled products shall be shipped to the Validator along with a completed copy of the Manufacturing Location Test Request form (form IPEMA 07s). Validator will test those samples according to ASTM F1292, at the product(s) certified fall height rating, and ASTM F2075, as indicated on form IPEMA 07s.
- ii. In lieu of shipping samples to Validator, Participant may provide Validator with written test results required for ASTM F2075, for the remaining eighty percent (80%) of manufacturing locations from an A2LA, or equivalent, accredited laboratory, or tests may be performed at Participant's facility, pending approval from Validator. The Validator will verify Participant's calibration of the magnetic probe in accordance with section 9.6.2.2 and the Annex of ASTM F2075, and verify use and calibration of sieve analysis equipment, during the initial inspection at Participant's main office (refer to Appendix 1 of this Procedural Guide for a list of required equipment and requirements for calibration).

II) SUBSEQUENT VALIDATION PROCEDURES FOR ENGINEERED WOOD FIBER (EWF)

In addition to requirements indicated in Section 4.3 of the Surfacing Procedural Guide, the following is required for Engineered Wood Fiber (EWF) Manufacturers.

- i. If Participant utilizes multiple manufacturing locations, annually, with a minimum of 24 hours' notice, Validator will visit 20% of Participants' manufacturing location(s) and randomly select 20% of the products submitted initially, for testing and certification. Sampled products will be treated with full F1292 (three-temperature) protocol. During the visit, a test to determine acceptable limits of the presence of tramp metals will be performed on a sample per F2075, Sections 4.6 & 9. Sample material will be selected for the hazardous materials test (4.5 & 8), along with sieve testing (4.4 and 7), and sent to the validating laboratory for additional tests required per ASTM F2075.
- ii. If the Participant adds a new manufacturing location, a sample must be submitted and tested in accordance with ASTM F1292, at the product(s) certified fall height, and ASTM F2075, before it is added to the Participant's list of approved manufacturing location(s). For each new engineered wood fiber manufacturing location, Participant may provide Validator written test results for ASTM F2075, together with a Manufacturing Location Test Request form (form IPEMA 07s) that specifies the samples were selected from ongoing production. The Validator will review any test results and take appropriate action.
- iii. For participants with less than five (5) certified models and only one (1) manufacturing location, the sampling rate and test protocol will be one sample at full temperature per year.

III) NONCOMPLIANCE OF A LOCATION

If any sample or product from any manufacturing location has been found to be noncompliant, or if there remains any unresolved complaint against any such sample or product at the time of the inspection or testing, the Validator will test all samples or product required by the inspection or testing, and the option of providing written test results from the Participant or an alternative accredited laboratory will not be permitted. This rule applies regardless of the number of Participants utilizing the specific manufacturing location and is binding on each Participant affected. In addition, if a product noncompliance is found during a visit, notice of noncompliance will be issued to the Participant and each of the multiple Participants utilizing this location, if any, in the form of an ICAR, Form 03S, per Section 6.1 of the Surfacing Procedural Guide.

I) REPEATED NONCOMPLIANCE OF MATERIAL

In the event a Participant has material found to be non-compliant in two (2) consecutive years, the following shall occur:

A.) ASTM F2075 tramp metals testing – if two consecutive non-compliant results are obtained, Participant will be subject to one (1) additional test within the certification calendar year. Pricing will be billed as outlined in Appendix C, #1 (f.). Testing must be performed by Validator.

B.) ASTM F2075 sieve analysis testing – if two consecutive non-compliant results are obtained, Participant shall submit material on a quarterly basis. Once two (2) consecutive passing results are obtained, testing will revert back to once per year (to be performed with annual selection). If material continues to be found non-compliant, Participant shall submit material on a monthly basis, until four (4) consecutive passing results are achieved. Pricing for each additional test will be billed as outlined in Appendix C, #1 (h.). In the event of this occurrence, corrective action procedure will be followed.

**ADDENDUM 3 – ADDITIONAL REQUIREMENTS FOR FIELD MANUFACTURED UNITARY PLAYGROUND SAFETY
SURFACE SYSTEMS (e.g. POURED IN PLACE [PIP])**

**IPEMA Surfacing Program Procedural Guide for Field Manufactured Unitary
Playground Safety Surface Systems (PIP)**

- I) INITIAL VALIDATION PROCESS FOR FIELD MANUFACTURED UNITARY (PIP)
- i. The Participant may submit complete test results from an A2LA, or equivalent, accredited lab for all product models for certification (subject to approval by the IPEMA Surfacing Certification Validator). Test results shall be accompanied with a copy of the labs' Scope of Accreditation. Tests shall have been performed to the current Standard revision, and shall be no more than one (1) year mature.
 - ii. A current list of all crew chiefs of Field Manufactured Unitary material must be provided. This includes any/all contracted installers of the Participant's product intended for certification. One on-site test for each of these crew chiefs/contractors must be scheduled and performed prior to participant obtaining initial validation.
 - iii. Participant must have a system in place to track and document all installations, by crew chief/contractor, so detailed information is readily available to Validator. This system must include, at a minimum:
 - a. Crew chief/contractor name
 - b. Job name or ID
 - c. City and state of installation
 - iv. The following information will be requested after locations have been selected:
 - a. Physical address of the selected site
 - b. Contact information of owner/operator (including name and phone number)
 - c. 2D drawing of site plan (must include total square footage and material thickness)
 - d. Fall height specified (per below note 1)
 - e. Date of installation
 - f. Model name/line/number
 - (1) Testing will be performed at the fall heights as outlined in ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, and/or CAN/CSA Z614.
 - v. In addition to basic requirements outlined herein (Addendum 3), the following minimum requirements will be reviewed during the main office inspection, and must be satisfied:
 - a. Detailed training manual for all installation personnel (including crew chiefs), both in-house and contracted. This manual must be maintained and approved annually by Validator.
 - b. Training of crew chiefs must include, at a minimum, the following:
 - (1) Basic knowledge of playground equipment standard (specifically, how to determine fall heights)
 - (2) Proper mixing methods
 - (3) Limitations of product being used in the process (i.e. how ambient conditions, temperature, moisture, etc., may affect products' curing and performance)
 - c. All remaining installation crew members may be trained by Participant approved crew chiefs for manufacturing product onsite, in order to ensure consistency of installed product.

II) SUBSEQUENT VALIDATION PROCEDURES FOR FIELD MANUFACTURED UNITARY (PIP)

In addition to the requirements indicated in Section 4.3 of Procedural Guide, the following shall apply for Field Manufactured Unitary (PIP) Manufacturers.

- i. In addition to the sample selection process outlined in Section 4.3.3 of this Surfacing Procedural Guide, Validator will annually select 20% of the Participant's crew chiefs, and randomly select one installation that has been installed within the past two years for testing per ASTM F3313 (Section 14 – Installed Surface Performance Test Procedure) at the equipment fall height.
- ii. Annually, the Participant must provide the Validator with a list of all trained crew chiefs used by Participant, including contractors, along with all installations from the previous 6 months to one year.
- iii. If new crew chiefs are added, Validator will select one (1) location for each new crew chief within one year, and perform testing per ASTM F3313 (Section 14 – Installed Surface Performance Test Procedure) at the equipment fall height.
- iv. This list must include the following at a minimum:
 - a. Crew chief/contractor name
 - b. Job name or ID
 - c. City and state of installation
- v. The following information will be requested after locations have been selected:
 - a. Physical address of the selected site
 - b. Contact information of owner/operator (including name and phone number)
 - c. 2D drawing of site plan (must include total square footage and material thickness)
 - d. Fall height specified (per below note 1)
 - e. Date of installation
 - (1) Testing will be performed at the fall heights as outlined in ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, and/or CAN/CSA Z614, unless specifically stated in the information provided above.
- vi. The Validator will notify the Participant of the test results and will inform the owner/operator that results are available from Participant.

III) FIELD MANUFACTURED UNITARY NONCOMPLIANCE

- i. If, during onsite testing, a noncompliance occurs, the Participant, with copy to IPEMA's Administrator, will be notified of the failure and an IPEMA Corrective Action Request (ICAR form IPEMA 03s) will be issued.
- ii. Any Participant, upon receipt of notice of noncompliance from Validator, shall, within ten (10) business days from receipt thereof, exercise one of the following options:
 - a. The Participant appeals to the IPEMA Surfacing Certification Committee through the Validator by certified mail. The appeal shall state the reasons why Validator should reconsider its decision, or retest the site.
 - b. Participant shall submit corrective action plan to the Validator to resolve any deficiencies found during the on-site testing.
 - c. If no response is received by the end of ten (10) business days, the model (if known) will be removed from the Participant's list of certified products.
- iii. IPEMA requires that the Participant inform the owner operator of the noncompliance in writing, within five (5) days of notification from the validator, with a copy being provided to IPEMA headquarters and the validator. This will allow the Participant to perform an initial investigation, and schedule corrective action.
- iv. If Validator, after retesting the site in accordance with section 6.1, Product Noncompliance, determines that the notice of noncompliance was not justified, notice of continued compliance will be sent to the Participant and Administrator.
- v. If Validator, after retesting in accordance with section 6.1, Product Noncompliance determines that the noncompliance notice was justified, the Participant's right to use the IPEMA Certified Playground Surfacing logo, in conjunction with any product manufactured, is immediately revoked. (The Participant and all listed products will be removed from the website at this time.)
- vi. If Participant accepts the notice of noncompliance as valid by selecting the second option above, and thereafter brings the product into compliance, the product may be resubmitted for validation. The product will be validated with a different rating or the effective date of the change and Participant's right to affix the logo to the product will be reinstituted. The Validator will have the dates of decertification and recertification of the noncomplying product. Under all circumstances, the Participant shall assume the costs of re-testing. No Participant's Playground Surfacing Product shall be withdrawn from the website listing of Certified Playground Surfacing Products by the Validator, unless the Administrator and Participant have received a notice of noncompliance and the appeals process has been completed.

IV) SECOND CONSECUTIVE NONCOMPLIANCE

If a second consecutive noncompliance is found for the same crew chief, in addition to notifying the owner/operator of the site, the following steps must be taken:

- i. An ICAR is issued for the second noncompliance and two additional sites, installed by the same crew chief, will be randomly selected for testing;
- ii. Of those two sites, both must pass. If one (or both) fail, those products found noncompliant during testing are removed from the IPEMA website;
- iii. To reinstate products on the IPEMA website, the noncompliance must be corrected. In addition, the crew chief may not perform further installations until two additional sites are randomly selected for testing, and successfully pass.

V) NONCOMPLIANCE OF A LOCATION

If any sample or product from any manufacturing location has been found to be noncompliant, or if there remains any unresolved complaint against any such sample or product at the time of the inspection or testing, the Validator will test all samples or product required by the inspection or testing, and the option of providing written test results from the Participant or an alternate accredited laboratory will not be permitted. This rule applies regardless of the number of Participants utilizing the specific manufacturing location and is binding on each Participant affected. In addition, if a product noncompliance is found during a visit, notice of noncompliance will be issued to the Participant and each of the multiple Participants utilizing this location, if any, in the form of an ICAR, Form 03S, per Section 6.1 of the Surfacing Procedural Guide.

ADDENDUM 4 – ADDITIONAL REQUIREMENTS FOR LOOSE FILL RUBBER (LFR)
IPEMA Surfacing Program Procedural Guide for Loose Fill Rubber (LFR)

I) INITIAL VALIDATION PROCEDURES FOR LOOSE FILL RUBBER (LFR) MANUFACTURERS

In addition to the requirements outlined in Section 4.2.1.2 of the Surfacing Procedural Guide, the Participant may provide complete test results for all product models intended for certification to F3012, from an A2LA, or equivalent, accredited lab, along with a copy of the lab's Scope of Accreditation reflecting this Specification. (Submitted test reports are still subject to approval by the IPEMA Surfacing Certification Validator, regardless of test lab's accreditation.) Tests shall have been performed to the current Standard revision, and shall be no more than one (1) year old. ASTM F3012 establishes minimum requirements for sieve analysis testing (4.2 & 7), hazardous metals concentration (4.3 & 8), total lead content (4.6 & 10), and tramp metals content testing (4.4 & 9).

If testing documentation is not provided and approved, Validator will select samples of products intended for certification from production or inventory for laboratory testing during initial office inspection.

- i. If Participant operates multiple manufacturing locations, a sample from each location must be tested. Sampled products shall be shipped to the Validator along with a completed copy of the Manufacturing Location Test Request form (form IPEMA 07s). Validator will test those samples according to ASTM F1292, at the product(s) certified fall height rating, and ASTM F3012, as indicated on form IPEMA 07s.
- ii. In lieu of shipping samples to Validator, Participant may provide Validator with written test results required for ASTM F3012, for the remaining eighty percent (80%) of manufacturing locations from an A2LA, or equivalent, accredited laboratory, or tests may be performed at Participant's facility, pending approval from Validator. The Validator will verify Participant's use and calibration of sieve analysis equipment during the initial inspection at Participant's main office (refer to Appendix 1 of this Procedural Guide for a list of required equipment and requirements for calibration).

II) SUBSEQUENT VALIDATION PROCEDURES FOR LOOSE FILL RUBBER (LFR)

In addition to requirements indicated in Section 4.3 of the Surfacing Procedural Guide, the following is required for Loose Fill Rubber (LFR) manufacturers.

- i. If Participant utilizes multiple manufacturing locations, annually, with a minimum of 24 hours' notice, Validator will visit 20% of Participants' manufacturing location(s) and randomly select 20% of the products submitted initially, for testing and certification. Sampled products will be treated with full F1292 (three-temperature) protocol. During the visit, sample material will be selected and sent to the validating laboratory for additional tests required per ASTM F3012.
- ii. If the Participant adds a new manufacturing location, a sample must be submitted and tested in accordance with ASTM F1292, at the product(s) certified fall height, and ASTM F3012, before it is added to the Participant's list of approved manufacturing location(s). For each new Loose Fill Rubber manufacturing location, Participant may provide Validator written test results for ASTM F3012, together with a Manufacturing Location Test Request form (form IPEMA 07s) that specifies the samples were selected from ongoing production. The Validator will review any test results and take the appropriate action.
- iii. For participants with less than five (5) certified models and only one (1) manufacturing location, the sampling rate and test protocol will be performed at one sample at full temperature per year.

III) NONCOMPLIANCE OF A LOCATION

If any sample or product from any manufacturing location has been found to be noncompliant, or if there remains any unresolved complaint against any such sample or product at the time of the inspection or testing, the Validator will test all samples or product required by the inspection or testing, and the option of providing written test results from the Participant or an alternate accredited laboratory will not be permitted. This rule applies regardless of the number of Participants utilizing the specific manufacturing location and is binding on each Participant affected. In addition, if a product noncompliance is found during a visit, notice of noncompliance will be issued to the Participant and each of the multiple Participants utilizing this location, if any, in the form of an ICAR, Form 03S, per Section 6.1 of the Surfacing Procedural Guide.

IV) REPEATED NONCOMPLIANCE OF MATERIAL

In the event a Participant has material found to be non-compliant in two (2) consecutive years, the following shall occur:

- A.) ASTM F3012 tramp metals testing – if two consecutive non-compliant results are obtained, Participant will be subject to one (1) additional test within the certification calendar year. Pricing for each additional test will be billed as outlined in Appendix C, #1 (j.).
- B.) ASTM F3012 sieve analysis testing – if two consecutive non-compliant results are obtained, Participant shall submit material on a quarterly basis. Once two (2) consecutive passing results are obtained, testing will revert back to once per year (to be performed with annual selection). If material continues to be found non-compliant, Participant shall submit material on a monthly basis, until four (4) consecutive passing results are achieved. Pricing for each additional test will be billed as outlined in Appendix C, #1 (h.).

Appendix B to IPEMA License Application and Agreement Requirements for Certification
Program Logo(s) and Approved Descriptive Verbiage Use

General Information:

The purpose of this appendix is to ensure proper and accurate usage of the IPEMA Certification Program Logo(s) by program participants. All uses of the IPEMA Certification Logo(s) and descriptive verbiage by Participant and its representatives, sales agents, and employees must be submitted to IPEMA headquarters for review and approval prior to use, except as otherwise indicated herein.

Please note, the IPEMA logos may periodically change, or be modified, and it is the Participant's responsibility to ensure the proper logo is being used to communicate certification through IPEMA. Caution should be exercised when using the logos to ensure the proper logo is being used at all times. Likewise, participants should use caution when deciding to use the logos on a platform that is more difficult to change when circumstances may require updates or removal of a logo.

Each IPEMA Certification logo always includes the following verbiage as part of the logo: "To verify product certification, visit www.ipema.org".

To enforce these requirements, copies of all uses of Certification Logo(s) and references to the IPEMA Certification Program in any media within the previous 12 months, together with copies of IPEMA's written authorization to use the Logo(s) and reference the IPEMA Certification Program, if required, **OR** a certification of nonuse signed by the Participant's President or Corporate Officer that the Participant has not used the Logo(s) or referenced the Certification Program in any media within the previous 12 months, must be given to the Validator during the annual facility inspection.

B.1 Certification Logos



Surfacing Participants: ASTM F1292, ASTM F3351, ASTM F2075, and ASTM F3012

Equipment Participants: ASTM 1487 and CAN/CSA Z-614



Color: As indicated on the artwork above. Logo(s) may also be used in one color, black on white background.
Minimum Size: Minimum reduction would be that which still allows the website address "www.ipema.org" to be read clearly. The original aspect ratio of the seal must be retained.

B.2 Certification Logo(s) Used on Actual Product

The logo(s) may be used on product labels for validated products listed on the IPEMA website, www.ipema.org, such as participant's ID labels. When a label containing the Certification Logo(s) is used with multiple products, all products must be validated and listed on the IPEMA website. Likewise, when a label containing the Certification Logo(s) is used on a play structure, all components on the structure must be validated and listed on the IPEMA website. For use in this manner prior approval from IPEMA headquarters is **not** required.

B.3 Certification Logo(s) Used for Marketing & Promotional Efforts

The certification Logo(s) may be used on:

- General Publications and catalogs
- Trade publication advertising
- Media (sales flyers, newsletters, video, power point, presentations, etc.)
- Internet websites
- Custom plans and drawings

The certification logo(s) may be used in any marketing and promotional materials produced by participants. The logo(s) may be used repeatedly throughout the chosen platform when displayed along with IPEMA certified products, **or** may be used one single time within the chosen platform, provided the following parameters are followed:

1. The following verbiage must accompany the logo(s): *"The International Play Equipment Manufacturers Association (IPEMA) provides a third-party certification to ensure product conformance to specific ASTM and/or CSA standards. Each product promoted here, if certified by IPEMA, includes the name and model number for you to search the IPEMA website for verification. To verify product certification, visit www.ipema.org and conduct a search."*
2. Products within the platform must include the name used in the listing of certified products on the IPEMA website along with model numbers;
3. A live link must be provided to the IPEMA website when utilizing digital platforms.

Use of the certification logo(s) following the requirements above **do not** require IPEMA headquarters approval.

B.4 Descriptive Verbiage used without the Certification Logo

The descriptive verbiage shown below may be used at any time by program participants without an accompanying Certification Logo. However, this verbiage must not be linked to any products, whether validated or not. When used in this manner, the prior approval of IPEMA headquarters is **not** required; however, any other descriptive verbiage does require approval from IPEMA headquarters. "IPEMA certified" or other similar verbiage may not be used without the logo. Non-participants may not use this verbiage in any of their materials.

Surfacing Participants:

"In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org."

Equipment Participants:

'In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playground Equipment and Surfacing, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.'

B.5 Descriptive Verbiage Used by Certification Participants without any Certified Product(s)

Participants shall not use the Certification Logo(s) until they have at least one product certified and listed on the IPEMA website. The descriptive verbiage shown below may be used by Participants in the IPEMA Certification Program who do not have any certified products. When used in this manner, the prior approval of IPEMA headquarters is **not** required; however, any other descriptive verbiage does require approval from IPEMA headquarters. Non-participants may not use this verbiage in any of their materials.

"[Insert Participant's name] is a participant in the IPEMA Certification Program and is in the process of product certification. You may learn more about the IPEMA Certification Programs at www.ipema.org."

B.6 Descriptive Verbiage Used by Certification Participants with at Least One Certified Product on Custom Plans and Drawings

The descriptive verbiage shown below may be used on custom plans and drawings by Certification Program participants who have at least one certified product listed on the IPEMA website. Critical details such as fall zone dimensions and product information (i.e. names, model numbers, etc.) must be included on the plan in sufficient detail to allow verification of the validation of the product. Use of the Certification Logo(s) is optional. When used in this manner, the prior approval of IPEMA headquarters is **not** required; however, any other descriptive verbiage does require approval from IPEMA headquarters. "IPEMA certified" or other similar verbiage may not be used without the logo. Non-participants may not use this verbiage in any of their materials.

Surfacing Participants

"The playground surfacing identified in this plan is IPEMA certified. The use and layout of this surfacing conform(s) to the requirements of one or more of these standards: F1292, F3351; and for engineered wood fiber, also, to ASTM F2075; and for Loose Fill Rubber, also, to ASTM F3012. To verify product certification, visit www.ipema.org."

Equipment Participants

"The play components identified in this plan are IPEMA certified. The use and layout of these components conform(s) to the requirements of ASTM F1487 or CAN/CSA Z614 or both. To verify product certification, visit www.ipema.org."

B.7 Additional Descriptive Verbiage Required when Use Zones Are Shown

When Participant's products are certified to multiple standards, ASTM overall use zones may be different than CSA protective surfacing and no encroachment zones. The use zones shown by a participant in various media must therefore be related to the particular standard used to establish the zones. For catalogs and other promotional materials that communicate the size of the area required, the following statement must be used in the preface or introductory statement of the publication showing the use zones.

"The space requirements shown in this publication are shown to [ASTM][CSA] (**choose one**) Standards. Requirements for other standards may be different.

B.8 Logo Usage on Participant-Issued Certificates of Compliance

IPEMA provides certificates of compliance for certified products from its website. This provides both credibility for the program as well as third party verification of certification. All certificates of IPEMA certified products default to this system. Participants may choose to opt out of having certificates of compliance issued through the IPEMA website. In these instances, the following protocols must be followed:

- Participant must be in good standing with IPEMA and Validator, i.e. not have any outstanding invoices due, be current with program documents (certificates of insurance, license agreement, etc.)
- Certificates must include the following information:
 - Proper IPEMA certification logo with verbiage stating “To verify product certification, visit www.ipema.org” directly under seal
 - IPEMA certification logo may not be altered and must appear exactly as noted above
 - Full name of ASTM standard to which product is compliant
 - Manufacturer name (as it is listed on the IPEMA website)
 - Listing of products exactly as they appear on the IPEMA website including:
 - Model number
 - Name/Description
 - Thickness/Height Ratio (for certified surfacing products)
 - Date certificate issued
- The template for the Participant-issued certificate must be submitted to Validator for review during annual inspection. This template will be shared with IPEMA.

Appendix C to IPEMA Surfacing License Application and Agreement
FEE SCHEDULE – 2022- 2023 (Effective Date: June 1, 2022 – May 31, 2023)

1. Product Testing

- a. One material, three (3) temperatures, one impact height, per ASTM F3351 - \$904.07 (plus \$ 98.55 for compaction of Loose Fill material)
- b. Determine Critical Fall Height per ASTM F1292 for Unitary - \$1919.85
- c. Determine Critical Fall Height per ASTM F1292 for Loose Fill - \$2215.53 (includes material compaction)
- d. Determine Critical Fall Height and Least Favorable Impact Location for Unitary - \$2167.87 (3 locations only; additional locations are \$121.56)
- e. Tramp metals, per ASTM F2075, when performed during Manufacturer's yearly site visit or during sample selection visit: \$164.27
- f. Tramp metals, per ASTM F2075, when performed as part of an ICAR noting a noncompliance during Manufacturer's yearly visit or during sample selection visit, or as part of a new location request: \$837.42 plus expenses
- g. Sieve analysis, per ASTM F2075, when performed as part of Manufacturer's yearly site visit or part of sample selection visit: \$131.42
- h. Sieve analysis, per ASTM 2075, when performed as part of an ICAR noting a noncompliance during Manufacturer's yearly testing, or during sample selection visit: \$270.50
- i. Hazardous metal test (outsourced by Validator to an A2LA, or equivalent, laboratory), per ASTM F2075, when performed as part of Manufacturer's yearly site visit or part of sample selection visit: \$164.27
- j. Tramp metals, per ASTM F3012, when performed as part of Manufacturer's yearly site visit or part of sample selection visit: \$1112.65
- k. Sieve analysis, per ASTM F3012, when performed as part of Manufacturer's yearly site visit or part of sample selection visit: \$131.42
- l. Hazardous metal test (outsourced by Validator to an A2LA, or equivalent, laboratory), per ASTM F3012, when performed as part of Manufacturer's yearly site visit or part of sample selection visit: \$257.66
- m. Total lead content test (outsourced by Validator to an A2LA, or equivalent, laboratory), per ASTM F3012, when performed as part of Manufacturer's yearly site visit or part of sample selection visit: \$128.83
- n. Unitary Product(s) (excluding PIP): Determine least favorable impact location (one specified impact height), ambient temperature, three locations: \$365.85. Additional impact locations (if necessary), one impact location, ambient temperature: \$121.56
- o. Subsequent impacts at the determined least favorable impact location, hot and cold (one specified impact height): \$708.57
- p. Sieve analysis, hazardous metals and/or total lead re-test, per ASTM 3012, will be billed at \$265.20/ea.

2. Plant Inspections

This daily fee is based on an eight-hour day for one day during the initial and annual inspections, that the Validator is in the Licensee's plant for the purpose of inspection and selection of test samples. For domestic travel (US & Canada), one day will be added as an allowance for travel time. For each international location (outside of North America), two days will be added as an allowance for travel time. The total fee covers the personnel hourly fee, and the inspection report.

International, (Outside North America)	\$992.74 per day (plus all related travel expenses)
Domestic, (US & Canada)	\$1182.69 per day - Travel expenses included: per diem, transportation (air, rental car, mileage, airport fees, gas, parking, etc.), lodging, and meals.

Plant inspections are typically scheduled on a consecutive (loop) basis, by TÜV, with two or more manufacturers. This daily fee is the same regardless of location of domestic plants (US and Canada).

Cancellations / Postponements: In the event the Licensee cancels or postpones activities on less than 30 days' prior notice to TÜV, the Licensee shall pay TÜV a fee, with respect to the activities not done as originally scheduled, equal to one full day, plus all expenses associated with the change.

Rush/Expedited Plant Inspections: In the event a Participant requests a rush/expedited plant inspection, the daily fee structure remains the same as above; however, the Participant will be responsible for all related travel expenses. Defining whether the request is a "rush" or "expedited" will be determined by the Validator and shared with the Participant prior to making arrangements.

3. Virtual Inspections - \$974.10 per day, one day minimum (Participant responsible for all applicable sample packaging and shipping charges)

Virtual inspections are allowable only in the event Validator is unable to travel to inspection location/facility due to travel restrictions, business closure, limitation on group size, facility visitor prohibitions, and/or stay at home/shelter-in-place requirement(s). The total fee covers the personnel hourly fee and the inspection report. If Participant does not have access to electronic equipment needed to perform a virtual inspection through video conferencing, TÜV will rent that equipment to Participant, who shall be responsible for rental and shipping fees.

Cancellations/Postponements (virtual inspections): In the event that the Participant cancels or postpones activities on less than 7 days' prior notice to TÜV, the Applicant shall pay TÜV a fee with respect to the time expended, equal to \$255 USD. Inspection must be rescheduled if delayed more than one hour from agreed-upon start time.

4. Annual Validator Administrative Fee

The annual fees required to enter, update and maintain the Validator Participant database, and for the Validator's staff to attend the appropriate ASTM and IPEMA meetings. These fees are to be paid to TÜV on an annual, invoiced basis, and are as follows:

\$499.36 per year for manufacturers with sales <\$3 million*
\$998.71 per year for manufacturers with sales >\$3 million*

*As determined by information provided to IPEMA Administrative Office when Participant chooses their appropriate category for the program

5. Annual IPEMA Administrative Fees (These fees are for IPEMA to administer the program, are non-refundable, and paid directly to IPEMA. They do NOT include annual membership dues in IPEMA)

Annual Sales	IPEMA Members	Non-Members
< \$3 M	\$ 500.00	\$2000.00
> \$3M & < \$10M	\$ 1,000.00	\$3000.00
> \$10 M	\$1,500.00	\$5000.00

6. Sample selection fees for multiple manufacturing locations (based upon loop trip selections):

Validator will inform Participant of upcoming year sample selection locations prior to the start of that year. Prior to manufacturing location visit, Validator will notify Participant at least 2-3 weeks in advance of the visit, so Participant may contact/remind location of the visit.

If the Validator selects a sample from a supplier (refer to paragraph 4.2.4) that is representative of production, for two or more of the Participants, the selection fee, shipping, and testing fees, will be evenly split amongst these participants.

Sample Selection fees, per location (one sample)	\$ 579.39
Each additional sample, same location	\$ 144.55

Cancellations/Postponements: If Participant has been notified of a manufacturing location visit, and the sample selection is subsequently cancelled/postponed, Participant shall pay TÜV a fee with respect to activities not done as originally scheduled, equal to the time expended (at a rate of \$144.94/hr.), plus direct expenses incurred. Cancellations will be handled on a case-by-case basis.

7. Documentation Review

Hourly Fee for Documentation Review – billed semi-annually in June and December- \$91.98/hour
Documentation review includes, but is not limited to, RV (Request for Validation) review/approval; review of test results from alternate lab(s); and IPEMA Corrective Action Request (ICAR) issuance and follow-up.

8. On-Site Testing (Field Manufactured)

Travel time will be billed @ \$ 98.55 per hour, 8hr. minimum, while traveling to and from TÜV SÜD America, Inc., and the playground site(s) selected. (This fee includes testing three impact locations around one playground structure, and completed test report)

Three impacts around any additional structures on same playground: \$328.51 each. Preparation fee of \$65.70 will be billed for each onsite location.

Travel Expenses (as specified below): Local area locations greater than 50 miles from TÜV office will be charged mileage at the current IRS rate. Locations selected in the contiguous US and Canada: Charges for accommodations, meals, and transportation (air and ground).