



## CERTIFICATION SCHEME

EFFECTIVE DATE: 2022-01-10

**NEMO|cert.**

353 Christian Street, Unit #13

Oxford, CT 06478

(475) 888-CERT (2378)

[contact@nemocert.com](mailto:contact@nemocert.com)

CERTIFY

INSPECT

VALIDATE

QUALIFY

## 1. Introduction & Disclosure

NEMO CERT, LLC (henceforth “NEMO|cert.”) is a separate legal entity and is for the sole use of NEMO|cert. clients.

This document presents a condensed description of requirements to obtain product certification by NEMO|cert. The complete Scheme is provided upon request by applicants.

NEMO|cert. operates under an independent third-party scheme for Product Certification of building materials that are commonly used in commercial and residential building envelopes. The scheme type followed most closely resembles a product certification scheme Type 5 (ISO/IEC 17067:2013) and covers a variety of building related products including but not limited to:

- Building Materials
  - Roof Covering Components and Systems
  - EPS and XPS Foam Plastic Insulation
  - Thermal & Moisture Underlayment
  - Gypsum Board
- Building Protection
  - Thermal Insulation
  - Vapor Barriers, Water Resistance Systems and Membranes
  - Wind-borne Debris Protective Devices
- Building Products and Components
  - Exterior Cladding Systems and Components
  - Fencing
  - Roofing Products and Materials
  - Coatings, Adhesives, Cements and Fasteners
  - Thermal Insulation Products

The scheme of NEMO|cert. is limited to the certification of product or the system itself, as tested to the applicable specification or test method identified from the International Building Code or from manufacturer’s requirements, and does not assess actual installation, maintenance or repair thereof by third parties.

The NEMO|cert. scheme is available to all companies that manufacture or market building envelope materials within the scope of accreditation of NEMO|cert. However, NEMO|cert. reserves the right to decline services if an applicant:

- Has had previous services terminated due to non-payment of fees
- Has had a history of non-compliances
- Has documented illegal activities

## 2. Confidentiality and Impartiality

NEMO|cert. understands the responsibility of maintaining impartiality as a certification body and is committed to product certification determined solely by the validation of supporting evidence. NEMO|cert. realizes that supporting evidence often divulges proprietary or trade secrets and is committed to treat this information in strict confidentiality so that our clients are assured their intellectual property is safe.



### 3. Scheme Requirements

#### a. Request for Certification

Product certification is initiated by a client communicating their intention of seeking product certification through NEMO|cert. The request must be made by the legal entity having ownership or legal rights to the named product(s) submitted for certification. A request for new product certification or revision to existing certifications is obtained from a client by any of the following means:

1. Meeting or discussion with an authorized representative of the client
2. Online communication through NEMO|cert. web site or email correspondence

The following information will be required to review the request:

3. Identification documents for the product(s) submitted for certification
  - a. Technical Data Sheets
  - b. Test results of third party randomly sampled products or of products with equivalent traceability
  - c. Laboratory reports with test results issued within twelve months of the request
4. Determination of standards or normative references to which the client is seeking product certification
5. The company name(s), contact person and address(es) of the manufacturing location(s) where the product submitted for certification is manufactured
  - a. Private-labeled or company branded product and/or outsourced manufacturing processes requires disclosure of the name, contact person and address of the original manufacturer.
  - b. Facility identification and contact information is required for all manufacturing locations for which product certification is desired.
  - c. Documents must be provided in English. If a document is written in another language, a notarized English translation must be submitted with the original document.

#### b. Review

1. The review verifies information about both client and product is available and sufficient, and that the certification request falls within the scope of accreditation for NEMO|cert.
2. NEMO|cert. will confirm that it has the competence and capability to perform the certification activity.
3. NEMO|cert. reserves the right to omit certain activities of the current certification process, on the basis of previous certifications that it has granted to the client or other clients, and will provide justification for omission of activities if requested by the client.

#### c. Contract for Certification Services

After completing the review, NEMO|cert. will provide one of the following:

1. Professional Services Agreement (PSA), contract for each instance of certification service to the client for review and execution.
2. A client who is initiating certification for the first time must execute master service contracts that are applicable to all future certification activities
  - a. Master Services Agreement (MSA)
  - b. Standard Terms Conditions (STC)
  - c. Licensing Agreement Use of Certification (LAC)
  - d. Non-Disclosure Agreement (NDA)
  - e. Software Subscription Agreement if applicable (SSA)
3. A written explanation detailing the conditions for declining the request for certification.



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### d. Initial Requirements for Certification

Required Item	For	Description
PSA	All	Signed and Executed Professional Service Agreement (PSA)
Master Agreements	All	Signed and Executed Agreements; one-time signature for all work
Payment	All	Payment received within 10 days of 100% fees in accordance with PSA, prior to all certification work
Legal Entity Name	All	Legal name of manufacturer applying for certification
Manufacturing Location	Component	For each product to be certified
Qualifying Inspection Report	Component	Manufacturing facility inspected by NEMO cert. Inspections
Component Test Reports	Component	By third party ISO/IEC 17025 test lab on randomly sampled product; dated within 1 year prior to signed PSA
System Test Reports	System	By third party ISO/IEC 17025 test lab on randomly sampled products; dated within 1 year prior to signed PSA
PLA	Component	Private Label Agreement for each product manufactured for applicant by external entity
TMA	Component	Toll Manufacturing Agreement for each product manufactured solely for applicant by external entity
Published PDS / TDS	Component	Product Data Sheet / Technical Data Sheet as published by manufacturer

### e. Certification Decision

- NEMO|cert. makes a decision to Grant, Decline, Maintain, Extend, Reduce, Suspend or Withdraw certification.
  - A Record of Certification is issued.
  - Product is listed in online Directory of Certified Products at [www.nemocert.com](http://www.nemocert.com)
- If NEMO|cert. determines product certification will not be granted, the client will receive notification and written communication of the reasons supporting the decision.

### f. Maintaining Certification

Required	Description
NEMO cert. logo	Minimum 1" printed NEMO cert. logo on the product, packaging or roll-strip as practical
Annual Plant Inspection	Of manufacturing facility by NEMO cert. Inspections; Inspection fees and any travel fees to be paid by applicant
Annual Surveillance	Testing of sampled product at NEMO cert.'s discretion, from plant, market, or both; Test fees to be paid by applicant
Resolve Non-Compliances	Resolved and approved by NEMO cert. within required time limit, not to exceed 60 days from notification
Notification to NEMO cert.	All changes in formulation, raw materials, suppliers, process, or location within 30 days of occurrence
Testing	Upon notice from NEMO cert. due to changes to scheme, codes or standards; Test fees to be paid by applicant

### g. Complaints and Appeals

- Submit Complaints and Appeals through the NEMO|cert. website by completing the contact form.
- Complaints and Appeals will be independently assessed by personnel unaffiliated with product certifications.
  - If claim is found to be without merit, the submitter will receive written notification and claim will be closed.
  - If the claim is found to have merit, the client will receive written notification and NEMO|cert. will perform an investigation consistent with activities required to resolve non-compliant or non-conforming surveillance activities.
- Results from the investigation will be communicated to the client through written notification.