

# 3-A Sanitary Standards, Inc.

## 3-A SSI REPLACEMENT PART QUALIFICATION CERTIFICATE PROGRAM CHECKLIST OF REQUIRED ITEMS

	<b>New 3-A RPQC</b>	<b>Renewal</b>	<b>Amendment</b>
Completed application	√	√	√
Signed RPQC Program Agreement	√	√	√
Copy of TPV Report issued by CCE	√	*√	*√
**Application fee	√	√	√

*\*For renewals or amendments where a significant change in design, fabrication, or materials has been made, a copy of the TPV Report issued by a CCE is required.*

*\*\* The list of fees and a payment form is available on-line. Payment may be made by credit card or by check in U.S. dollars to 3-A SSI. Payment must accompany the application package to assure prompt processing of the application.*

To download the current fees and payment form, use this electronic link [Schedule of Fees and Payment Form](http://www.3-a.org/symbol/fees_payment_form.pdf) or go to [www.3-a.org/symbol/fees\\_payment\\_form.pdf](http://www.3-a.org/symbol/fees_payment_form.pdf).

# 3-A Sanitary Standards, Inc.

## APPLICATION AND AGREEMENT FOR 3-A SSI REPLACEMENT PART QUALIFICATION CERTIFICATE

Check one:

**New Application**

**Renewal**

**Amendment**

Check one:

**Non-OEM**

**OEM: Symbol Authorization Number: \_\_\_\_\_ Date: \_\_\_\_\_**

The application shall apply to replacement parts intended for use in equipment which is covered by a 3-A Sanitary Standard.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip) (Country)

\_\_\_\_\_  
(Phone) (Fax) (E-mail)

Hereby applies to the 3-A Sanitary Standards, Inc. for a Replacement Part Qualification Certificate for the following:

TYPE OF EQUIPMENT: \_\_\_\_\_

SPECIFIC EQUIPMENT REPLACEMENT PARTS:

(For Renewals and Amendments, list changes or modifications on a separate page and attach to this application.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach separate sheet if necessary)

### DECLARATION OF THE APPLICANT

It is hereby declared and affirmed that the replacement parts for the equipment herein listed comply in all respects with the applicable provisions of currently effective 3-A Sanitary Standards for:

\_\_\_\_\_  
(3-A Sanitary Standard Title)

\_\_\_\_\_  
(3-A Sanitary Standard Number)

\_\_\_\_\_  
(Effective Date)

It also is hereby declared that the signer of this application has read and will abide by the rules of the 3-A SSI Replacement Part Qualification Certificate Program as provided in the attached Agreement and in the equipment inspection requirements set forth in the 3-A Sanitary Standards, Inc. Manual for Third Party Verification (TPV) for 3-A Symbol Authorization and 3-A Process Certification (TPV Manual).

It is also affirmed that the applicant will maintain, for the duration of the authorization for which application hereby is made, an organized system of inspection and quality control of units of equipment and maintenance of an Engineering Design and Technical Construction File (EDTCF).

The applicant understands that the replacement parts listed in the application fully conform to applicable provisions of the 3-A Sanitary Standard(s) identified. Issuance of a 3-A SSI Replacement Part Qualification Certificate is based upon the TPV certification, issued by a Certified Conformance Evaluator (CCE), that the replacement parts listed on this application conform to applicable provisions of the 3-A Sanitary Standard(s) named. It is further understood that when a Certificate has been issued, the legal responsibility for conformance is solely that of the holder. 3-A SSI will not warrant that the holder will at all times comply with the provisions of the said 3-A Sanitary Standards. This understanding in no way affects the responsibility of 3-A SSI to take appropriate action in cases in which evidence of nonconformance to the applicable provisions of the said 3-A Sanitary Standards has been established.

### **CERTIFICATION OF QUALITY CONTROL BY APPLICANT**

The Applicant herein is committed to the maintenance of consistently high levels of quality in the design, materials, and fabrication of products bearing the 3-A Symbol. We maintain a documented program to monitor conformance to the criteria of 3-A Sanitary Standard(s) named herein, including the following:

- All materials of construction including all plastics, rubbers, adhesives, and metal alloys not listed in the standards are verified as in conformance.
- All drawings accurately depict fabrication criteria.
- All machinists, welders, grinders, polishers, and other fabrication and installation employees are monitored to assure conformance on all units produced.
- All changes and modifications to the design, materials, or fabrication techniques meet or exceed specified criteria and are properly documented.
- We acknowledge that 3-A SSI may share any information of confirmed nonconformance to materially affected parties, including regulatory agencies and individuals in accordance with provisions of the TPV manual.
- If applicable, describe here any quality control or quality management program to which the company is certified.

For Renewals without amendments:

- The design, materials, and fabrication used for the replacement part(s) referenced above have not been changed or modified since the prior certificate dated \_\_\_\_\_.

For Renewals with amendments:

- The design, materials, and fabrication used for the replacement part(s) referenced above have been changed or modified since the prior certificate. Describe changes or modifications on a separate page and attach to this application.

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

3-A SSI office use only File Number: _____
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## 3-A Sanitary Standards, Inc.

### Replacement Part Qualification Certificate Program

#### AGREEMENT

This Agreement dated \_\_\_\_\_ is entered into by and between 3-A Sanitary Standards, Inc. (hereinafter "3-A SSI"), and \_\_\_\_\_ (hereinafter "Applicant").

WHEREAS, 3-A SSI has established the *3-A SSI Replacement Part Qualification Certificate Program* (hereinafter "Program") through which replacement part manufacturers may apply for a Replacement Part Qualification Certificate (hereinafter, "Certificate") indicating conformance to a 3-A SSI Sanitary Standard or 3-A Accepted Practice; and

WHEREAS, Applicant has applied to 3-A SSI for a Certificate for those replacement parts identified in Applicant's application.

THEREFORE, the parties agree as follows:

1. Applicant shall comply with all 3-A SSI rules and procedures associated with the Program, as amended from time-to-time. This includes timely payment of fees, Third Party Verification, and public communications, including advertising, of Applicant that refer to the Certificate or the Program.
2. Should Applicant successfully complete the Third Party Verification process with respect to any replacement part, Applicant shall be permitted to display, copy, and distribute, without alteration, a Certificate prepared and issued by 3-A SSI acknowledging conformance of such replacement part(s) to 3-A SSI Sanitary Standards or 3-A Accepted Practices.
3. This Agreement does not transfer to, or bestow any rights upon, Applicant with respect to the 3-A Symbol, nor may Applicant utilize the 3-A Symbol. Without limiting the foregoing, Applicant shall not in any manner attach or affix the 3-A Symbol to any replacement part or include any other markings or words on any replacement part intended to indicate conformance with 3-A SSI Sanitary Standards or Accepted Practices or participation in the Program.
4. 3-A SSI is the owner of the 3-A Symbol and the Program, and Applicant shall not take any actions which are inconsistent with 3-A SSI's ownership rights including, but not limited to, challenging 3-A SSI's rights.
5. Applicant's authorization to use the Certificate as authorized by this Agreement will terminate each year on the license expiration date of the Certificate. However, this Agreement will be automatically renewed each successive year for an additional twelve-month period under the same terms and conditions, except as modified by 3-A SSI, provided that Applicant has fully complied with all rules and procedures for such renewal.
6. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement.
7. This Agreement is not assignable or transferable by Applicant in any manner.

8. If it is determined by 3-A SSI that any replacement part referenced in the Certificate does not conform at any time to the applicable 3-A SSI Sanitary Standard or Accepted Practice, including as amended or interpreted in the future; or if Applicant is determined by 3-A SSI to have made any materially false statement in any application or affidavit; or if Applicant otherwise defaults in any of its obligations under this Agreement, then 3-A SSI may immediately terminate this Agreement, without prejudice to any other rights which 3-A SSI may have.
9. Upon termination of this Agreement for any reason, Applicant shall immediately discontinue the use of the Certificate and shall return the same to 3-A SSI. In addition, 3-A SSI may in its discretion communicate such termination to governmental authorities and others, including via the 3-A SSI website, and the reasons therefor.
10. This Agreement shall not grant any right or remedy to any person or entity that is not a party to this Agreement.
11. This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State court in Northern Virginia, and the parties agree and expressly consent to the exercise of personal jurisdiction in the Commonwealth of Virginia.
12. This Agreement contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not herein contained shall have any force and effect.
13. Applicant shall indemnify and hold 3-A SSI harmless for any costs, including judgments, settlements, and attorney's fees, incurred by 3-A SSI in defense of any legal proceeding alleging, in whole or in part, injury caused by any equipment of Applicant.
14. Paragraphs 3, 9, 11, 13 and this paragraph 14 survive termination of this Agreement.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Company  
 \_\_\_\_\_  
 Signature of Authorized Representative

3-A SANITARY STANDARDS, INC.

Dated: \_\_\_\_\_ By: \_\_\_\_\_