Manual of Procedure

of
The Art and Creative Materials Institute, Inc.

Last updated December 2022

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Introduction and Overview

History

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

In response to the challenge to professional and adult art material manufacturers to assure that their products were either labeled as non-toxic or appropriately labeled to warn users of the health hazards associated with their use, the ACMI Certification Program was re-organized in 1982 and now affords all manufacturers of art and craft materials the opportunity to participate in its program.

The Board-certified Toxicologists contracted by ACMI review the formulas of all products included within the certification program. In addition, ACMI has a Toxicological Advisory Board composed of three or more eminent toxicologists to act as a review board on questions of toxicity.

ACMI, along with art material manufacturers and others, was instrumental in the development of ASTM D4236, the voluntary standard for chronic health hazard labeling, which was first published in 1983. In 1988, the Labeling of Hazardous Art Materials Act (LHAMA) was enacted by Congress as an amendment to the Federal Hazardous Substances Act (FHSA) to become effective in 1990. In 1992, the Consumer Product Safety Commission (CPSC) published regulations incorporating ASTM D4236, as modified by LHAMA, as a federal regulation.

ACMI is also involved with ASTM's D01.57 Subcommittee, as are numerous ACMI members. This involvement allows ACMI and its Member Subscribers to keep informed of any proposed changes to ASTM D4236, or any of the other art material standards overseen by the D01.57 Subcommittee.

Summary of Product Certification

1. A manufacturer or their exclusive US agent, distributor or importer subscribes to the ACMI Certification Program by signing a Subscription Agreement and submitting it to ACMI along with a payment of the Subscription fee, submitting the Formulation information and Color Specific information for their product(s) to the Toxicologist, paying the appropriate fees, and complying with all other ACMI requirements as detailed in this Manual.

2. After review of the formula and any required test results, the Toxicologist may conclude that the product is non-toxic and may qualify for the AP certification Seal. If the Toxicologist concludes that an appropriate warning labeling is required, the CL certification Seal must be used. ACMI does not itself review the formulas or the test results.

3. Following the Toxicologist's review of the product formulation and any required test results, the manufacturer must submit a request to ACMI for authorization for use of the AP or CL Seal(s). If the request includes a Toxicologist's Approval (TA) form from one of the Board-certified toxicologists and all other paperwork is in order, ACMI will then authorize the use of the appropriate Seal.

4. Procedures relating to ACMI's formula conformity surveillance program, bi-annual requirements for continued use of the certification Seals (Affidavit of Continuance), availability of the certification Seals to non-member licensees, use by manufacturers of materials supplied by non-participants, and challenge to testing procedures are described in this Manual.

5. ACMI's appeals procedures can be found in Section XV of this Manual.

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

Important Note About ACMI Certification Seals

The AP (Approved Product) and CL (Cautionary Labeling) Seals of The Art and Creative Materials Institute, Inc. are International Registered Trademarks and must not be used without written authorization for use of these Seals from ACMI. Authorization to use these Seals is not transferable to any other product or company without written authorization from ACMI.

AP (Approved Product) Seal

To be used on Non-Toxic Products

Definition of the AP Seal:

The AP (Approved Product) Seal identifies art materials that are safe and that are certified in a toxicological evaluation by a board-certified toxicologist (medical expert) to contain no materials in sufficient quantities to be toxic or injurious to humans, including children, or to cause acute or chronic health problems. These products are certified by ACMI to be labeled in accordance with the chronic hazard labeling Standard, ASTM D 4236, and the U.S. Labeling of Hazardous Art Materials Act (LHAMA).

CL (Cautionary Labeling) Seal

To be used on Products Requiring Labeling, along with Label Language Required by the Toxicologist

Definition of the CL Seal:

The CL Seal with cautionary labeling identifies products that are certified to be properly labeled in a program of toxicological evaluation by a board-certified toxicologist (medical expert) for any known health risks and with information on the safe and proper use of these materials. This Seal appears on adult art materials in ACMI's certification program and on no children's materials. These products are also certified by ACMI to be labeled in accordance with the chronic labeling standard, ASTM D 4236, and the U.S. Labeling of Hazardous Art Materials Act (LHAMA).

I. Scope of ACMI Product Certification

The ACMI Product Certification Program covers the Toxicologist's review of product formulas for acute and chronic health hazards under the law and regulations administered by the U.S. Consumer Product Safety Commission (CPSC), principally the Labeling of Hazardous Art Materials Act (LHAMA), the Federal Hazardous Substances Act (FHSA) and ASTM D4236. The ACMI certification program includes chemical related toxicity hazards to humans under LHAMA, as well as acute toxicity hazards under the FHSA.

ACMI's Certification Program assists manufacturers of art and creative materials in complying with ASTM D4236, as incorporated into the Labeling of Hazardous Art Materials Act or LHAMA. While ASTM D4236 is concerned with the subject of chronic health hazard labeling, the ACMI Certification Program also includes evaluation of specific acute health hazards.

Chronic toxicity is defined by the CPSC as a substance presenting a chronic health hazard if it contains a known or probable human carcinogen, a human neurotoxin or a human developmental or reproductive toxicant [16 CFR Section 1500.3 (c)(2)(ii), 16 CFR Section 1500.14 (b)(8), 16 CFR 1500.135], and is defined within ASTM D4236 as a chronic health hazard known to be associated with a product or product component(s) present in a physical form, volume, or concentration that in the opinion of a Toxicologist has the potential to produce a chronic adverse health effect(s). In making this determination, the Toxicologist takes into account the factors specified in the regulation incorporating ASTM D4236.

The FHSA regulatory definition of a hazardous substance, which is used in the certification determination, includes the following statement as to acute health hazards:

> "Any substance or mixture of substances which is toxic, corrosive, an irritant, a strong sensitizer, flammable or combustible, or generates pressure through decomposition, heat, or other means, if such substance or mixture of substances may cause substantial personal injury or substantial illness during or as a proximate result of any customary or reasonably foreseeable handling or use, including reasonably foreseeable ingestion by children." 16 CFR Section 1500.3 (b)

Each of these terms is further defined by regulation. The ACMI certification program review by the Toxicologists includes a determination of whether the product presents a hazard. These are generally considered "acute" hazards.

Upon the basis of the review of the formulation, related test results or other information supplied to the toxicologist, the toxicologists determine that either:

A. No acute and/or chronic health hazard labeling is required. The product may be described as "Non-Toxic" when used as intended and qualifies for the AP certification Seal;

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

C. Because the product is toxic and a warning or label is not protective of the user, or for some other significant health or regulatory related reason, it is not eligible for participation in the ACMI Certification Program or the use of any ACMI Seal.

The Toxicologist then issues a Toxicologist's Approval (TA) form to the ACMI member company. Upon receipt of the TA form and other required information, the company then submits the TA to ACMI's headquarters. ACMI certifies that the product is labeled in accordance with LHAMA, ASTM D4236 and the FHSA and authorizes the company to display the applicable certification Seals on the product(s).

Submission of information to a poison control exposure information management service as required under ASTM D4236 and LHAMA is submitted for Subscribers by ACMI and the third party contracted Toxicologist. The Toxicologist also manages a 24-hour response service to poison control requests for a fee billed to and paid by the Subscriber.

There are also specific Subscriber responsibilities for compliance beyond displaying the CL Seal and adding the text of FHSA acute or chronic health hazard warnings as prescribed.

As an example, a U.S. telephone number must appear on a product labeled under LHAMA with a chronic hazard label and the warning text must comply with CPSC regulations for prominence, placement and conspicuousness as directed in 16 CFR Section 1500.121. (ACMI Subscribers are sent a copy of 16 CFR Section 1500.121 whenever a new product is authorized for the CL Seal). Additional copies may be obtained from ACMI or from CPSC. Based on the Toxicologist's evaluation, the product may be labeled as "Non-Toxic" and entitled to bear the AP Seal if no acute or chronic health warning is required. Whether the Toxicologist determines a product requires labeling or not, all evaluated products should be labeled as conforming to ASTM D4236. ACMI relies upon each request for authorization and the affidavit filed with ACMI by a Subscriber stating it has taken such action.

Compliance with the program procedures results in a certification that (1) no FHSA acute or chronic health warning is required, or (2) that an acute and/or chronic health warning is required by FHSA, as amended by LHAMA and ASTM D4236, and that the warning label meets the text of these requirements. By complying with these procedures, a product also meets the requirements of specific state art material labeling laws which recognize compliance with ASTM D4236 as compliance with their laws.

Other Regulatory Requirements Not Certified by ACMI

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

California Proposition 65

The ACMI certification program does not "certify" compliance to California Proposition 65. Although the threshold toxicity criteria adopted by the Toxicologist may take into account the exposure thresholds adopted under Proposition 65 for listed chemicals for

purposes of LHAMA, the Toxicologist does not review for purposes of Proposition 65 labeling. Companies should consult with other professionals to determine if they should add the Proposition 65 "safe harbor" labels to their products.

Commercial or Industrial Products

In some instances, an art material manufacturer's product may be offered for sale and use in a commercial or industrial setting, in addition to consumer, artist or hobbyist use. OSHA or other regulations including OSHA labeling regulations may be, and in many cases are, applicable to the product label rather than, or in addition to, labels prepared for consumer usage under FHSA/LHAMA. In addition, other requirements may apply to the commercial/industrial sale context, including providing SDSs to the customer.

FDA Food Safety Requirements

ACMI does not "certify" products requiring FDA or other food safety regulations. In addition to FHSA/LHAMA requirements of CPSC regarding glaze products as sold, there are FDA requirements relating to the "leaching" of lead or cadmium from the finished ceramic product, which must be separately satisfied by the seller of the product if the product is intended for use on tableware articles.

Cosmetic Products

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

Product Liability

ACMI certification does not mean that, despite complete compliance with FHSA/LHAMA labeling, a Subscriber cannot be held liable in a product liability action relating to use or even misuse of an art material product.

II. Purposes and Activities

The purpose of the ACMI Certification Program is, by all appropriate means, to develop, maintain and administer an effective Certification Program in accordance with LHAMA, the FHSA and ASTM D4236 for the labeling of art and creative materials. In order to carry out its purposes, ACMI may pursue any lawful activities such as, but not limited to, the following:

1. Certifying that a Subscriber's products conform to established LHAMA, FHSA and the ASTM D4236 standard.

2. Acquainting and informing consumers, retailers and distributors of the various products in the meaning of the Certification Seals administered by ACMI and enhancing the standing of ACMI and the value of subscription thereto.

3. Owning and licensing certification seals, marks, labels or other insignia.

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

III. Organization

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

IV. Subscribers

Subscribers to the ACMI Certification Program must be either:

A. A manufacturer or exclusive US agent or distributor who subscribes to the institute certification program and who actively and regularly manufacturers and/or sells one or more products that qualify for the certification program. Each active member must maintain subscription to the certification program and comply with the Subscription Agreement (Appendix B) and this Manual of Procedure, pay a Subscription Fee and membership dues to ACMI, and remain an Active Member in good standing of ACMI.

OR

B. A company that is not a manufacturer but has an art material product or products may join ACMI provided the manufacturing company has been urged to join and does not do so. The non-manufacturer and the manufacturer must agree to comply with the procedures of this Manual, and with all applicable obligations thereunder. The non-manufacturer must sign the ACMI Certification Program Subscription Agreement (Appendix B), pay a Subscription Fee and membership dues to ACMI, remain a member in good standing of ACMI.

C. At the discretion of the Board of Directors, any person, partnership, firm or corporation who does not fit exclusively into A. or B. may join ACMI so long as they actively and regularly sell one or more products in their own brand name that qualify for the certification program.

V. Finances

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

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

VI. Certification Committee

A. The Board of Directors of ACMI shall approve a Certification Committee which shall be composed of representatives of Member Subscriber companies, and representatives of

any other organization considered by the Board of Directors to be relevant to the operation of the Certification Program.

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

C. The Committee shall, in cooperation with the Executive Director of ACMI, participate actively in the review and revision of existing standards, such as ASTM D4236.

D. The Committee shall not subject ACMI to any obligation, financial or legal, except with the express approval of ACMI's Board of Directors.

VII. Toxicologists

The Board of Directors shall appoint a Board certified toxicologist(s), or an entity employing such toxicologist(s), who shall be responsible for evaluating product formulas and materials submitted to them for toxicological review, for maintaining the confidentiality of product formulas and test results, for prescribing appropriate toxicity labels for products and materials either as required by law or, in the absence of law, by appropriate standards, and for continuing their expertise in the subject of toxicology as related to art and craft materials. The Board-certified Toxicologists will be responsible for providing the necessary toxicological services.

VIII. Toxicological Advisory Board (TAB)

A. The Board of Directors shall approve a Toxicological Advisory Board which shall be composed of not fewer than three, nor more than five, recognized authorities in human toxicology, at least one of whom is certified in toxicology by a nationally recognized certification board.

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

C. The Toxicological Advisory Board shall review and make recommendations for improvement in toxicological policies and procedures and may consult with the ACMI retained Toxicologists, Executive Director and/or Technical Director, upon request.

D. The Toxicological Advisory Board shall serve as an appeals board should the opinions of the Toxicologists be challenged.

E. In the event a member company changes toxicology providers and receives a change in certification status (Seal change), with no corresponding formulation change, the evaluation shall be brought to the TAB for review.

F. Member companies, Toxicologists and the TAB may enter into a Non-Disclosure Agreement with the ACMI Executive Director and/or Technical Director for the submission of formula information and other confidential documentation in order to act as a liaison for resolution to the appeals process as described in section XV of this manual.

IX. Criteria of the Toxicologists as to Program Certification Seals

A. The Toxicologists shall base his or her approval of products as non-toxic and appropriate for the AP Seal upon the following criteria:

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

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

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

D. The Toxicologists shall require as part of the initial evaluation, lead testing on finished products or individual product ingredients for all products. Testing for lead will be required either on an annual basis thereafter by an ILAC-accredited laboratory if the product is marketed specifically for use by children, or at a minimum of every five years to coincide with the five-year formula verification of the product if the product is marketed to both children and adults. This testing is done as an added control measure and may be conducted more frequently as deemed necessary, anytime there is a formulation change or as required by law.

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

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

D. Prior to changing any risk assessment data, the Toxicologists will inform ACMI headquarters of any new toxicity information that will affect how toxicological evaluations of products are performed.

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

F. On behalf of the member company, the Toxicologists will initiate contact with the supply chain, in order to obtain required information necessary to complete product evaluations.

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

H. The Toxicologists have the authority to ban certain ingredients and products from the ACMI Certification Program for toxicological reasons. Banned chemicals and reasoning for the ban shall be communicated with all stakeholders. Subscribers must comply with these bans upon reasonable notice to ACMI and members.

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

X. Qualifying Procedures for ACMI Certification Program – New Subscribers

A. Documentation for Program Entry

Subscribers shall:

1. Submit an executed Certification Program Subscription Agreement (Appendix B) via the ACMI website, payment for the subscription fee, a catalog or list of products, and a statement that such list constitute their entire line of art and craft materials. Submit to ACMI's bookkeeper U.S. sales figures for all eligible products (valued at the point they enter U.S. commerce) for the period specified (normally two years prior to the applicable dues year). An exception to this requirement will be made for the submissions of sales figures for companies agreeing to pay the maximum membership dues or who fall under a pre-authorized dues schedule. Product eligibility will be determined by a review of the Subscriber's catalog and lists of art materials not in the catalog by ACMI Staff. Dues based on sales will be pro-rated for the remainder of the calendar year, billed upon membership approval, and due within 60 days of billing.

2. Any company applying for a subscription to the ACMI Certification Program must complete the above membership application process within 90 days. If the process is not completed within 90 days, the subscription fee will be forfeited.

B. Product Evaluation Documentation

Upon approval of membership the Subscriber:

1. Submits properly-completed Formulation information and Color Specific information to one of the ACMI board certified toxicologists. Submissions shall include the color name and color number for each product or product line to be evaluated. This information can be submitted utilizing specific software, or templates as provided by the toxicologist. Information about product submissions is contained in the Certification Process Manual. See appendix N for guidelines on using the ACMI toxicology service providers.
2. Informs the Toxicologists when an entire product is manufactured by a Third Party Supplier and has the Third Party Supplier submit the necessary information to the Toxicologists, making certain that the submission is linked to the Subscriber.
3. Informs the Toxicologists and ACMI of all alternate brand names, including any private label brand names and/or alternate formulas to ensure full compliance to LHAMA.
4. Submits all product use information to the Toxicologists to ensure that all potential uses of the product are taken into account during the evaluation process.
5. Submits to ACMI's Toxicologists the applicable product labels within 60 days of the Toxicologist's approval of such products to ensure the text meets that required by the evaluation, unless the product is not being marketed.

Members can use both toxicological (tox) service providers on an on-going basis but cannot have the same brand name/product approved by both providers. This includes new configurations (sets/packages) and/or new colors. The entire line must have a final approval with only one toxicological service provider. More information on using the ACMI toxicology service providers can be found in Appendix N of this manual.

Correspondence between the Toxicologists and the Subscriber that contains formula-specific or other confidential information shall be kept confidential and no copies will be sent to ACMI or any other party, except where there is an executed NDA in place with the ACMI Executive Director and/or Technical Director. The Toxicologists will sign a Confidentiality Agreement with the Subscriber company, and any supply chain manufacturers submitting confidential information.

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

Questions about Product Evaluation Documentation should be directed to a member of the Toxicological Staff. Please refer to Appendix K of this manual for contact information.

C. Certification Documentation

Requests for Authorization to use the ACMI Seals can be submitted to ACMI by uploading the required documentation via the ACMI website, mail, fax or email.

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

1. A completed and signed Request for Authorization form (Appendix C), requesting permission to use the AP or CL Seal(s);

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

3. Confirmation that all fees of the toxicologists and any applicable testing labs have been or will be paid upon receipt of invoice (this statement is included on the Request for Authorization form);

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

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

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

7. For the CL (Cautionary Labeling) Seal a statement that the labeling requirements specified by the Toxicologist have been met and that FHSA type size and placement requirements[1] are being met (this statement is included on the Request for Authorization form).

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

D. When the Subscriber has met the foregoing requirements, ACMI shall give written authorization for the use of the appropriate certification Seal for the calendar year in which it is issued. Thereafter, authorizations are self-renewing for a two-year period provided that the Affidavit of Continuance process is completed. The certification seal may not be used on a product until this written authorization has been received by the Subscriber. The product and subsequent certified products will be added to the ACMI listing of certified products.

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

Questions about Certification Documentation should be directed to a member of ACMI's Management Staff. Please refer to Appendix K of this manual for a listing of ACMI Staff. A chart detailing certification

process responsibilities (of Subscribers, the Toxicologists and ACMI) can be found in this Manual as Appendix A.

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

XI. Certification Program Procedures for Existing Subscribers/Members

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

B. Subscribers are required to review their listing of products and confirm whether they have made any revisions to the Seals. The dues/fees payment and sales/AOC paperwork submission, etc. procedures apply to such confirmations (see Appendix L).

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

1. The Subscriber shall submit properly-completed Formulation information and Color Specific information and all brand name information to one of the ACMI board certified toxicologists. This information can also be submitted utilizing software or templates. Templates are available from ACMI or from the toxicological providers. Information about product submissions is contained in the Certification Process Manual. Members can use both toxicological (tox) service providers on an on-going basis but cannot have the same brand name/product approved by both providers. See appendix N for guidelines on using the ACMI toxicology service providers.

2. Correspondence between the Toxicologist and the Subscriber that contains formula-specific or other confidential information shall be kept confidential and no copies will be sent to ACMI or any other party, unless there is an NDA in place with the ACMI Executive Director and/or Technical Director. The Toxicologist, upon request, will sign a Confidentiality Agreement with the Subscriber and any supply chain manufacturer that is required to supply confidential information.

3. The Subscriber must inform the Toxicologists of all changes to their previously certified products including: all formula changes, all alternate brand names, all alternate formulas, brand name changes and new colors to ensure full compliance to LHAMA. The new approval must then be submitted to ACMI.

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

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

6. If additional assistance with navigating the product evaluation process or expedited service is desired, please contact the toxicological provider for options and associated costs.

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

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

1. Within 60 days of the Toxicologist's approval, the Subscriber shall request permission from ACMI (by completing and signing a Request for Authorization form) and shall attach a copy of the Toxicologist's Approval form with no formulation information, a statement that fees for toxicological evaluations have been paid or will be paid upon receipt of invoice (this statement is included on the Request for Authorization form), a statement that the ASTM conformance statement "Conforms to ASTM D4236" will appear on the product label as required under LHAMA (this statement is included on the Request for Authorization form), a statement that all formulas sold in the U.S. for each certified brand name product have and will continue to be evaluated by the Toxicologist, and a list of colors and color numbers, if appropriate. Requests for Authorization to use the ACMI Seals can be submitted to ACMI by mail, email, fax, or by uploading the required documentation via the ACMI website. If expedited service has been requested of the toxicologist, it may also be requested of ACMI in processing the authorization. Submission of information to a poison control exposure information management service as required under ASTM D4236 and LHAMA is submitted for Subscribers by ACMI and the Toxicologist.

2. When the Subscriber has met the foregoing requirements, ACMI shall give written authorization for the use of the appropriate certification seal for the calendar year in which it is issued. Thereafter, authorizations are self-renewing for a two-year period provided that the Affidavit of Continuance process is completed. The certification seal may not be used on any product until written authorization has been received by the Subscriber.

E. To Obtain Permission to Use the CL (Cautionary Labeling) Seal or a Formula Change, a Name Change or Additional Name, a New Color or a New Product:

1. Within 60 days of the Toxicologist's approval, the Subscriber shall request permission from ACMI (by completing a Request for Authorization form) and shall attach a copy of the Toxicologist's Approval form with no formulation information; a statement that the labeling requirements specified by the Toxicologist have been met and that FHSA type size and placement requirements are being met ; a statement that fees for toxicological evaluations have been paid or will be paid upon receipt of invoice , a statement that the ASTM conformance statement "Conforms to ASTM D4236" will appear on the

product label as required under LHAMA , a statement that all formulas sold in the U.S. for each certified brand name product have and will continue to be evaluated by the Toxicologists, and a list of colors and color numbers (including any color-specific labeling required by the Toxicologist), if appropriate. These statements are included on the Request for Authorization Form. Requests for Authorization to use the ACMI Seals can be submitted to ACMI by mail, email, fax, or by uploading the required documentation via the ACMI website. If expedited service has been requested of the Toxicologist, it may also be requested of ACMI in processing the authorization. Submission of information to a poison control exposure information management service as required under ASTM D4236 and LHAMA is submitted for Subscribers/Members by the Toxicologist.

2. When the Subscriber has met the foregoing requirements, ACMI shall issue written authorization for the use of the appropriate certification Seal for the calendar year in which it is issued. Thereafter, authorizations are self-renewing for a two-year period provided that the Affidavit of Continuance process is completed. The certification Seal may not be used on any product until written authorization has been received by the Subscriber.

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

If the Subscriber requests permission from ACMI (by completing a Request for Authorization form, Appendix C) to use the AP or CL Seal on a product sold by the Subscriber to another Subscriber for resale under the latter's own name or label, the manufacturing Subscriber must attach a signed copy of the Toxicologist's Approval form. The manufacturing Subscriber must submit the necessary information to the Toxicologist for product approval and to ACMI for authorization to use the appropriate Seal. The steps outlined in this manual under A. through E. of this Section must be followed. When the Subscriber has met the foregoing requirements, ACMI shall give written authorization for the continued or new use of the appropriate Seal for the calendar year in which it is issued. Thereafter, authorizations are self-renewing for a two-year period provided that the Affidavit of Continuance process is completed.

It is up to the Subscribers to decide who will manage the product evaluation and authorization process (either the manufacturing member or the member for whom the product is made), but both Subscribers must be in agreement and must inform the Toxicologist and ACMI of their arrangement in writing (so both the Toxicologist and ACMI will know how it should be handled from the beginning.)

G. To Obtain a License to Use Any Certification Seal on a Product Sold by a Subscriber to a Licensee for Resale Under Its Own Name or Label:

1. If the prospective Licensee wishes to use the AP or CL Seal on a product sold by a Subscriber to the prospective Licensee for resale under its own name or label, the Subscriber must attach a signed copy of the Toxicologist's Approval form with no formulation information and a Request for Authorization form and must follow the appropriate steps outlined in this Manual under C., D., and E. of this Section.

2. The prospective Licensee shall execute a signed License Agreement with ACMI via the ACMI website, unless the Licensee is also a Subscriber/Member. License Agreements are automatically renewed each year, unless terminated in writing by either party.

3. For those companies having a product manufactured for them by an ACMI Subscriber that do not wish to use the ACMI Seal(s) on their product(s), a Limited License Agreement needs to be completed. The evaluation of a product by the Toxicologist is brand name (product name) specific and cannot be applied to other unauthorized brands. The Subscriber manufacturing the product would follow the same procedures outlined in this manual under C., D., and E. of this Section. Limited Licensees receive the following limited benefits: evaluation and use of the ASTM D4236 conformance statement, reporting of this conformance to CPSC, and submission of the product information to a poison control exposure information management service as required under ASTM D4236 and LHAMA. Please contact ACMI headquarters for a Limited License Agreement.

4. The Subscriber and the Licensee or the Limited Licensee must immediately inform ACMI when the Licensee Situation no longer applies.

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

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

2. The Third Party must then supply the formula(s) for review by the Toxicologist, and it must be linked to an existing ACMI Subscriber before the evaluation begins. Correspondence between the Toxicologist and the Third Party that contains formula-specific or other confidential information shall be kept confidential and no copies will be sent to ACMI or any other party. The Toxicologist, upon request, will sign a Confidentiality Agreement with the Third Party. Upon completion of this review, the Toxicologist will issue a receipt to the Third Party, who in turn will supply a copy to the ACMI Subscriber. The ACMI Subscriber must then contact the Toxicologist for a Toxicologist's Approval form for the product. The Toxicologist will issue a Toxicologist's Approval form, with no formulation information, to the Subscriber. The Subscriber then follows the regular procedures for obtaining permission to use and continue to use the AP or CL Seal.

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

4. At a minimum of every five (5) years, Third Party suppliers must verify the formula on file with the Toxicologist for any product manufactured for a Subscriber. If the Third Party fails to respond to the formula verification Request within 60 days, the Subscriber for whom the product is manufactured will be notified. The Subscriber for whom the product is manufactured will be responsible for paying for the Third-Party formula verification.

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

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

1. Every other year, the Subscriber shall file the Affidavit of Continuance (Appendix E) and complete all other necessary paperwork contained in the "Affidavit of Continuance" request (this request includes confirmation of the Subscriber's eligible products and any private-label (Licensee or Limited Licensee) situations, and a Product Injury Form. The Subscriber must complete and return all portions of the Affidavit of Continuance according to the procedures outlined in Appendix L in order to renew the certification of their previously-approved products. The Subscriber must submit catalogs (without pricing information) and lists of products eligible for the Certification Program, but not in the catalog upon request. The Subscriber must also submit samples of packaging upon request. ACMI may also perform a random audit of Subscribers' websites.

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

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

4. Each year, a Subscriber/Member must submit U.S. sales figures for all certified and eligible products at the point they enter commerce from two years prior for dues purposes, and a statement to confirm that accurate sales figures are being reported, unless they fall under the maximum dues or other board approved dues schedule. Subscribers must submit sales figures and the statement that the sales figures are accurate according to the procedures outlined in Appendix L.

5. Provided the Subscriber/Member has remained in good standing with ACMI (dues paid, Toxicologist fees paid, sales figures submitted, etc.) and the Subscriber has completed and returned all of the "Affidavit of Continuance" forms, the authorization for all previously-approved products will self-renew for an additional two-year period, or until the Affidavit of Continuance process needs to be completed again.

J. For a Licensee to Obtain Permission for the Continued Use of Any Certification Seal:

1. Every other year, certification for Licensee products shall be renewed through the ACMI Subscriber manufacturing their product(s) by successfully completing the Affidavit of Continuance forms. Licensees must provide a statement upon request that they are complying with all provisions of this

Manual that pertain to them, specifically Sections XI. G. and J.; XII.; and XIII., C.

XII. Limitations on Use of Seals

A. All Subscribers or Licensees shall describe the AP Seal in their catalog or on their website as follows:

"Products bearing the AP (Approved Product) Seal of The Art and Creative Materials Institute, Inc. (ACMI) are certified in a program of toxicological evaluation by a Board-certified toxicologist to contain no materials in sufficient quantities to be injurious to humans or to cause acute or chronic health problems. This program is reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Federal Hazardous Substances Act, as amended by the Labeling of Hazardous Art Materials Act, and ASTM D4236."

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

"Products bearing the CL (Cautionary Labeling) Seal of The Art and Creative Materials Institute, Inc. (ACMI) are certified to be properly labeled in a program of toxicological evaluation by a Board-certified toxicologist. This program is reviewed by ACMI's Toxicological Advisory Board. These products are certified by ACMI to be labeled in accordance with the Federal Hazardous Substances Act, as amended by the Labeling of Hazardous Art Materials Act, and ASTM D4236."

C. All Subscribers and Licensees are strongly urged to use the statement (promoting the use of products appropriate to the specific user). See Appendix G.

D. All Subscribers or Licensees shall use only the Seal that is authorized for each product and that Seal on all packages.

E. Permission to use any ACMI Seal is neither assignable nor transferable without written authorization from ACMI.

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

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

H. The Subscriber shall recall any products that bear an ACMI Seal that have not been authorized or that are unevaluated and/or uncertified. ACMI shall notify CPSC of any fraudulent use of ACMI's Seals.

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

J. Any Subscriber who advertises in printed literature for an abnormally long period that their products are "under evaluation" (when product formula(s)

may or may not have been submitted to the Toxicologist for evaluation) will receive written notification from ACMI that they must cease and desist making such a statement.

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

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

L. The Subscriber or Licensee shall not use any wording on the label of a product bearing the AP Seal that is inconsistent with its non-toxic status. A statement of compliance to ASTM D4236 is consistent with a product's non-toxicity. The addition of a "toxicity warning", such as that required by California Proposition 65, or any other regulatory body, would not be permitted on a product certified as non-toxic by ACMI. Such products would need to bear the CL Seal or no ACMI Seal.

M. Hologram versions of the Seals are allowed, provided they are exact reproductions of the registered certification Seal.

N. To use any ACMI Seal on products sold outside the U.S., the Subscriber or Licensee must furnish an opinion satisfactory to ACMI that such use is in conformity with the laws of the country in which the Seal is to be used, confirm the product label does not display labeling that is inconsistent with the seal type (see L) and must clearly state that the ACMI Seal applies to U.S. laws and regulations only (i.e. "For USA Only") adjacent to the Seal.

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

A. Formula Conformity Surveillance Program

1. To determine whether a product formula on the market has changed since prior toxicology review, the ACMI Toxicologist will initiate testing when the Toxicologist:

   a) is not reasonably assured that a formula change has been communicated through the supply chain;
   b) is requested by the member company for its own product(s);
   c) observes poor company adherence to ACMI formula update between 5-year formula verification intervals; or
   d) escalates an emerging issue agreed upon by ACMI member company(ies), and/or the ACMI Certification Committee, depending on the subject.

2. Product changes will be monitored by focusing tests on any of several key analytes that serve as surrogates of change. Product testing may include the following test(s) at the discretion of the ACMI Toxicologist:

    a) lead or other metal content (arsenic, beryllium, cadmium, chromium, or mercury), soluble metals;
    b) asbestos;
    c) phthalates; and/or
    d) analytes recommended by the ACMI Toxicologist associated with risks posed by the subject products or product category.

3. Testing will follow established acceptable guidelines or standards with CPSC accredited laboratories.

4. The ACMI Toxicologist shall initiate this surveillance process by contacting the Subscriber responsible for the product(s) in question and provide rationale for the concern and the proposed test plan. The Subscriber has 15 days to submit any facts or information which the Subscriber believes should be considered in connection with the concern. If the ACMI Toxicologists' concerns are not satisfied, then the Toxicologist shall obtain samples of current product from retail store inventories and proceed with the test plan.

5. Upon completion of the test plan, the ACMI Toxicologist will forward analytical results to the Subscriber and shall include a determination as to whether the product continues to meet the toxicity requirements for use of the AP or CL Seal. As part of this process, ACMI may request the Subscriber to formally update the product formula records.

6. Costs for surveillance testing shall be borne by the Subscriber whose products are tested. Each Subscriber must comply with the information submission/payment provisions specified in Appendix L.

7. In the event that a Subscriber has a dispute with the interpretation or implementation of programmatic requirements or toxicological services associated with this surveillance program, the Subscriber may appeal for resolution according to the provisions of Section XV (Appeal Procedures) of this Manual.

B. Formula Review and Five-Year Formula Verification Audit

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

2. Subscribers who have not completed outstanding testing or who have not verified their formulas will receive notification from the Toxicologist nine months prior to their five-year review date, which date shall be January 1 of the fifth year, that they have six months to submit the outstanding information. Subscribers who have not responded within this six-month period will be sent a warning letter by the Toxicologist on October 1 with a copy to ACMI giving them 60 days to submit the outstanding information. If Subscribers have not responded by November 1, ACMI will send a final warning letter to the Subscriber with a copy to the Toxicologist that it must provide the outstanding information to the Toxicologists by December 31. Failure to complete the five-year review process by January 31 shall result in decertification of those products. ACMI will send a decertification notice on February 1 to any Subscriber who fails to complete the five-year review process with the Toxicologist.

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

C. Required Cooperation with ACMI to Resolve Product Certification Issues

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

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

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

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

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

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

7. Subscribers are required to pay for the Toxicologist's poison control responses related to their products, according to the procedures outlined in Appendix L.

D. Resignation/Termination

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

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

3. ACMI staff will send a final decertification letter to any Member Company who fails to complete the five-year review process with the Toxicologist by January 1 of the sixth year, giving the Subscriber a final 30 days to complete the five-year review process. Failure to have products properly reviewed and approved will result in decertification of these products and possible membership termination.

4. Any Member Company who misuses one of the Seals in the ACMI Certification Program may be terminated or banned from participation in the in the ACMI Certification Program.

5. Members/Subscribers who are terminated for non-payment of dues/fees, failure to submit sales figures/AOC paperwork, etc., must submit an affidavit that they will not use the ACMI Seals on any future sales of previously-certified products.

6. Any Member Companies voluntarily resigning from the ACMI Certification Program may continue to sell products in inventory on which the ACMI Seals appear until supplies are exhausted but not for a period to exceed six months from the date of resignation. During this six-month period, dues/Subscriber fees will be paid to ACMI. The Subscriber must submit an affidavit that no formula changes have been made or will be made during

the six-month period and proof that packaging does not bear the ACMI Seals after this six-month period. If products fail to meet applicable standards during this six-month period, the Member Company will cease and desist from all use of the ACMI Seals in any way (and will deliver to ACMI or its duly-authorized representatives, all material and papers upon which the ACMI Seals appear).

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

E. Reinstatement

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

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

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

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

   a) Notify all Subscribers and Member companies whose products bear the ACMI certification Seal or certified label. Member Companies/Subscribers will notify the Licensees as applicable.
   b) Schedule a meeting to consist of members of the Certification Committee, other representatives of affected companies, and such other entities as may be deemed interested to consider what actions are appropriate or necessary including:

      1) Notification to the CPSC.
      2) Notice to the public through the most expedient channels of communication.
      3) Immediate license revocation.
      4) Other appropriate action.

2. Any Member Company/Subscriber may pursue an expedited appeal to the Toxicological Advisory Board from any such determination.

B. Other Circumstances

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

a) Notify all Subscribers or Licensees whose products bear the Seal
b) Schedule a meeting, or communicate by other appropriate means, with members of the Certification Committee, other representatives of affected Subscribers, and such other entities as may be deemed interested, to consider what actions are necessary including:

1) Notification to the CPSC.
2) Notice to the public through the most expedient channels of communication.
3) Immediate license revocation.
4) Phased withdrawal of the Seal
5) Additional labeling as appropriate.
6) Other appropriate action.

2. Any Member/Subscriber may pursue an expedited appeal to the Toxicological Advisory Board from any such determination.

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

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

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

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

1) Notification to the CPSC.
2) Other appropriate action which may include referral of the matter to the Toxicological Advisory Board for its opinion on what action may be required by the Member Company or by ACMI.

XV. Appeals Procedures

a. Appeal Relating to a Certification Decision by Any Toxicological Provider

Purpose and Scope: Section a. is limited to a dispute between an ACMI member and two toxicological providers with differing certification findings.

If an ACMI Member and Toxicological Provider come to an impasse as to the outcome of a Toxicological evaluation from a submission, the following procedure will be initiated to determine if the outcome in question is valid or if other information needs to be addressed.

> If the appeal relates to matters of toxicity, it shall be referred to the ACMI Toxicological Advisory Board (TAB) for its determination of the matter based upon its special expertise. The TAB shall have the responsibility and authority to oversee the entirety of the appeals process until a Resolution Statement Summary has been finalized. The TAB is charged with examining the risk assessment methodologies and associated supporting data from each toxicological services provider, then resolve the dispute by affirming conclusions of one of the two risk assessments. The decision of the TAB is binding. The toxicological service providers will accept the TAB decision and make necessary internal adjustment to their risk assessment process to ensure future determinations produce the specified outcome as it relates to the presence or absence of cautionary labeling.
>
> Any appellant who appeals under this provision, if it so chooses, may elect a company representative to assist with the appeals proceedings. ACMI may also elect a representative to assist with the appeals proceedings.
>
> The appeal proceeding shall be completed within a reasonable length of time and so far as practicable will be of an informal nature. The rules of evidence applied in judicial proceedings shall not be applicable.

To Initiate these proceedings:

1. An appeal may be initiated by the member company, the toxicologist or ACMI staff. The initiating party shall notify, by email, the Executive Director and/or the Technical Director and the Certification Program Director. Notification will automatically halt the authorization process.
2. Fill out the Appeals Request Worksheet. (Appendix O)
3. Email the Request to the ACMI Executive Director and/or Technical Director. The ACMI Executive Director and/or Technical Director will inform the ACMI President that an appeal has been made, but not the specifics of the appeal due to possible proprietary information.
4. The Executive Director and/or the Technical Director will remain in contact with the dispute originator, and if not the same party, the member company throughout the TAB review process. If confidential information is to be shared, an NDA will be executed between the member company and the TD within 3 business days.

Procedure to Follow:

1. ACMI Executive Director and/or Technical Director will contact the Toxicological Provider and let them know an Appeal has been made about an evaluation.
2. ACMI Executive Director and/or Technical Director will then contact the TAB and inform them that an Appeal has been made about an evaluation and send them any information from the Appellate and Toxicologist for review.

3. The member company will enter into an NDA with the TAB which shall be executed within 3 business days. The member company shall prepare the confidential worksheet (Appendix O) during this time, if not already completed, to ensure a favorable turn-around time of the appeal. The pre-existing NDA between the TAB and the toxicological providers remains in effect.
4. After the TAB has received and reviewed all pertinent information, a non-confidential Summary Resolution Statement will be provided to the ACMI Executive Director and/or Technical Director, and the Certification Program Director. A confidential report shall be issued to the member company and toxicological providers.
5. Any revised Toxicologist's Approval forms received by the member, shall be submitted by the member to the ACMI Certification Program Director as necessary for authorization to use the Seal(s).

Required Data/Documentation & Responsibility:

Item#	DATA POINT / DOCUMENTATION	PROVIDER	RECIPIENT(S)	TIMING
1	**Scope of Dispute** 1. Manufacturer's Product Name on Toxicological Assessment (or equiv) 2. ID # (Duke Product) or Technical Report# (Bureau Veritas) 3. Statement of what is being disputed including chemical of concern, the attributed health effect, the labelling certification	ACMI Member Co.	TAB, ACMI Executive Director, ACMI Technical Director & toxicology contracted firm	Dispute origination
2	**Toxicological Assessment Reports** (or equiv) for subject products	ACMI Member Co.	TAB	Dispute origination
3	**Basis for Toxicological Concern** (or non-concern) 1. Chemical concentration present in product 2. Intended product use and consumer 3. Exposure calculations 4. Hazard identification a. Source study/document for toxicology endpoint of concern b. Toxicological threshold for chemical of concern c. Calculations used to develop tox threshold (including safety factors) 5. Risk calculations	Duke and/ or Bureau Veritas	TAB	Within 10 business days of NDA execution
4a	TAB Finding Report Issued	TAB	ACMI Member Co., Duke and/or Bureau Veritas	Within 15 business days of receiving ALL items 1, 2 & 3
4b	Duke/Bureau Veritas Submit Written Responses	Duke/Bureau Veritas		Within 5 business days of receiving item 4a
5	TAB (non-confidential) Summary Resolution Statement	TAB	ACMI Executive Director, ACMI Technical Director & ACMI Certification Program Director	Within 5 business days of steps 4a/4b conclusion

b. Appeal Relating to a Service Issue with a Toxicological Provider

Purpose and Scope: Section b. is limited to a dispute between an ACMI member and a toxicological provider that cannot be settled between the two parties.

If an ACMI Member has an issue with any Toxicological Provider that cannot be settled between the two parties directly, the following procedure can be initiated to help facilitate a solution.

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

Initiate these proceedings:

1. Fill out the Appeals Request Worksheet. (Appendix O)
2. Email the Request to the ACMI Executive Director and/or the Technical Director. The ACMI Executive Director and/or Technical Director will inform the ACMI President that an appeal has been made, but not the specifics of the appeal due to possible proprietary information.

Procedure to Follow:

1. ACMI Executive Director and/or Technical Director will contact the Toxicological Provider and let them know an Appeal has been made and the nature of the Appeal.
2. An Appeals Board shall be established. The Appeals Board shall consist of not less than three, nor more than five, members of the Certification Committee that do not have a conflict of interest with the appellant. The Board so determined shall be representative of the various interests on the Certification Committee.
3. The Appeals Board, through ACMI's Executive Director and/or Technical Director, shall set a date and place for a hearing if requested by the appellant.
4. Prior to the hearing or at the hearing, the Appeals Board may request comments from any source it considers to be advisable to assist in the resolution of the dispute, including advice from any governmental agency.
5. Following the hearing or if no request for a hearing has been made, the Appeals Board shall rule upon the matter and its written determination shall state the basis for its determination.
6. A decision will be made and reported within a reasonable length of time. A report will be sent to both parties.

Nature and Timing of the Appeal

The Toxicological Advisory Board or Appeals Board, as appropriate to the nature of the appeal, shall render a decision within a reasonable length of time (not to exceed 90 days) as practicable and will be of an informal nature. The rules of evidence applied in judicial proceedings shall not be applicable.

XVI. Amendments

This Manual of Procedure may be amended at any time by a two-thirds vote of the Board of Directors of ACMI; provided, however, that no amendments shall be contrary to the provisions of the Certification Program Subscription Agreement, the ACMI Certificate of Incorporation, or the ACMI Bylaws as they may be amended, or any applicable law.

NOTES

NOTES

Appendices
A – O

Certification Process Responsibilities Chart

Member/Subscriber's Responsibilities:

- Submits detailed product and/or color-specific formulation information (ingredients and their percentages) as well as brand names and product use information to one of the ACMI contracted toxicology firms for evaluation, along with a Safety Data Sheet (SDS) and sample of the product. Submits via custom software or special spreadsheet as provided by the toxicologist. New members must have their first product evaluated and approved within 9 months of joining ACMI.
- After initial evaluation is completed by the toxicologist, may receive a request for further testing on one or more ingredients in the product. Must then arrange for the additional testing and submit the results back to the toxicologist. Member is responsible for additional testing costs.
- Receives product approval from the toxicologist and must submit a copy of the approval to ACMI within 60 days along with a completed Request for Authorization (RFA) Form. RFA must include the following required statements: that the toxicologist's fees have been paid or will be paid upon invoice, that the ASTM D 4236 conformance statement will appear on the product label, that the toxicologist's labeling requirements will be met and that FHSA typesize and placement requirements will be met if applying for the CL Seal.
- Receives back from ACMI written authorization to use the ACMI Seal(s) and incorporates the Seal into product label, as well as required warning information, if applicable.
- "Affidavit of Continuance" forms are completed every other year to maintain certification.
- Responsible for any additional testing on products requested by the toxicologist as new information on ingredients is learned that affects their products.
- Must either reformulate a product or relabel it within 60 days of notification from the toxicologist if new information is learned about an ingredient(s) that changes the certification status of the product from non-toxic to one requiring a warning, or negotiate an acceptable time frame with the toxicologist, keeping in mind that the LHAMA limit on labeling changes is one year.
- Upon request from the toxicologist, re-submits formula information or formula verification/review every five years.
- Type-size and all other labeling requirements.

Toxicologist's Responsibilities:

- Performs initial evaluation on products submitted by members according to their specified turn around time.
- Notifies member of results of initial evaluation, which may include request(s) for additional testing on the product.
- Re-evaluates the product within their specified turnaround time, after any additional/outstanding information is received. Reports the results back to the member.
- Once all required information is received from the member and has been evaluated, approval is issued to the member.
- Generic formula information for products requiring labeling is provided to a poison control information management source (as required under LHAMA).
- Updates ingredient thresholds listing on a continual basis with input from the Toxicological Advisory Board and the Certification Committee as new information on ingredients is learned and informs members of changes that affect their products.
- Risk assessment is revised as new information is learned. Members are notified of any changes that affect their products.
- Performs formula verification/review every five years on all ACMI-certified products.
- Implements mandatory additional testing on products as directed by the Certification Committee and Board of Directors.
- Works with members and provides instructions on the product evaluation/submission process (answers questions, provides details on use of custom product submission software and/or special spreadsheet.)

ACMI's Responsibilities:

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

APPENDIX B *(4 pages)*

SUBSCRIPTION AGREEMENT

TO THE CERTIFICATION PROGRAM OF

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

(continued)

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

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

   In the event of a dispute relating to the certification program status of particular products and/or the misuse and/or infringement of the ACMI Certification Marks, it is agreed that the dispute shall be governed by the laws of the Commonwealth of Massachusetts. The Member Company, by entering into this Agreement, hereby waives any objection to personal jurisdiction in the United States Federal or State Court where ACMI chooses to initiate litigation. The Member Company consents to service of process of any and all subpoenas and/or summonses by U.S. Mail, Federal Express, or other courier service.

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

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

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

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

(see signature block at end of this document)

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

SCHEDULE A

Adhesives
- Glue
- Polymer
- School Paste

Airbrush Colors, Mediums & Accessories

Brush Care Products

Brushes*

Canvas (Coated)

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

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

Charcoal

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

Cleaners

Cloth*

Colored Sand*

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

Crayons
- Hard Molded
- Molded
- Pressed
- Water Color

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

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

Gessos & Painting Grounds

Glitter*

Graphic Masking Liquids

Hobby Model Kits & Miniatures*

Labels, Stickers & Transfers*

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

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

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

Mediums, Varnishes, Sealers & Fixatives for Charcoals & Pastels

Mediums, Varnishes, Sealers & Fixatives for Watercolors

Mediums, Varnishes, Sealers & Fixatives, Multi-Purpose

Molds & Tools*

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

Paper*

Pastels
- Hard Pastels
- Oil Pastels
- Soft Pastels

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

Plastic Art & Craft Materials*

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

Product Combinations (Kits)

Restoration/Conservation Products*

Sculpture Materials

Solvents

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

SUBSCRIPTION AGREEMENT

TO THE CERTIFICATION PROGRAM OF

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.

SCHEDULE B

"AP" APPROVED PRODUCT SEAL

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

"CL" CAUTIONARY LABELING SEAL

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

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

The Art and Creative Materials Institute, Inc. (ACMI)
By: Barbara W. Weyant, Executive Director
Signature:

Subscriber (Company):
By (Name and Title):
Signature:

APPENDIX C

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

REQUEST FOR AUTHORIZATION FORM

IMPORTANT! This form is required with all product authorization submissions.

WE REQUEST AUTHORIZATION TO USE THE FOLLOWING SEAL *(please check all that apply)*:

☐ **AP** (Approved Product) SEAL

☐ ***NO*** ACMI SEAL - due to CA P65 or Int'l. Warning** (applies to otherwise non-toxic products only)

☐ **CL** (Cautionary Labeling) SEAL - LHAMA WARNING REQUIRED*

☐ **CL** (Cautionary Labeling) SEAL - due to CA P65 or Int'l. Warning** (CL but otherwise non-toxic under LHAMA)

**** Certified products that require a LHAMA warning must bear the CL Seal, whether or not the product also carries a CA Prop 65 warning or other international health warning. ** Products that are non-toxic under LHAMA but bear a CA Prop 65 warning or other international health warning, must use the CL Seal (not the AP Seal), or No ACMI Seal. It is very important that members inform both ACMI and the toxicologist when using a CA Prop 65 warning or other international health warning on an otherwise non-toxic product, and confirm whether the CL Seal or No ACMI Seal will be used.***

ON THE FOLLOWING Brand Name(s)/Product Names. Please list ALL that apply *(attach a separate sheet for additional brand names if needed)*:

_____ _____

BRAND NAME (*Full Name of Product on Packaging*) **and** **COMPANY NAME on Product (*If* Private Label/Licensee Situation)**

_____ _____

ALTERNATE BRAND NAME 1 (Full *Name of Product*) **and** **COMPANY NAME on Product (*If* Private Label/Licensee Situation)**

_____ _____

ALTERNATE BRAND NAME 2 (Full *Name of Product*) **and** **COMPANY NAME on Product (*If* Private Label/Licensee Situation)**

UNDER THE FOLLOWING PRODUCT CATEGORY: _____
(see separate listing of eligible product categories)

☐ **As a new product.**

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

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

- ☐ an additional brand name(s)
- ☐ a brand name change (this product formerly called:_____)
- ☐ a formula change
- ☐ new color(s) or color name change(s) (please indicate which colors are new or have changed)
- ☐ a formula review
- ☐ an alternate formula to an existing brand name

AS REQUIRED, ATTACHED ARE:

1. ☐ The Institute copy of the Toxicologist's approval form (should **<u>NOT</u>** include the product formula information.) **and if applicable:**
2. ☐ A **list of the approved colors and color numbers** and verification of whether this completes all colors in the line.
3. ☐ For the **CL (Cautionary Labeling) Seal or Mixed Labeling,** a copy of the toxicologist's required labeling information or color specific labeling information.

AS REQUIRED, WE CONFIRM THE FOLLOWING:

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

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

SIGNED_____COMPANY_____DATE_____

PRODUCT CATEGORIES ELIGIBLE FOR THE ACMI CERTIFICATION PROGRAM

Adhesives
- Glue
- Polymer
- School Paste

Airbrush Colors, Mediums & Accessories

Brush Care Products

Brushes*

Canvas (Coated)

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

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

Charcoal

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

Cleaners

Cloth*

Colored Sand*

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

Crayons
- Hard Molded
- Molded
- Pressed
- Water Color

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

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

Gessos & Painting Grounds

Glitter*

Graphic Masking Liquids

Hobby Model Kits & Miniatures*

Labels, Stickers & Transfers*

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

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

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

Mediums, Varnishes, Sealers & Fixatives for Charcoals & Pastels

Mediums, Varnishes, Sealers & Fixatives for Watercolors

Mediums, Varnishes, Sealers & Fixatives, Multi-Purpose

Molds & Tools*

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

Paper*

Pastels
- Hard Pastels
- Oil Pastels
- Soft Pastels

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

Plastic Art & Craft Materials*

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

Product Combinations (Kits)

Restoration/Conservation Products*

Sculpture Materials

Solvents

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

Rev. 06/19

APPENDIX D

LICENSE AGREEMENT

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

_____, (hereinafter "Licensee").

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

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

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

Now, therefore, the parties hereby agree as follows:

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

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

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

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

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

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

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

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

Ninth: In the event of a dispute relating to this agreement or the License granted in connection herewith, it is agreed that this Agreement, the License, and the dispute shall be governed by the laws of the Commonwealth of Massachusetts, except as controlled by the laws of the United States of America. The Licensee, by entering into this Agreement, hereby waives any objection to personal jurisdiction in the United States Federal or State Court where ACMI chooses to initiate litigation. The Licensee consents to service of process of any and all subpoenas and/or summonses.

Tenth: Upon mutual execution of this Agreement by the parties, this License Agreement supersedes any prior License Agreement executed by the parties.

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first above written.

The Art and Creative Materials Institute, Inc.

_____
(Licensee Company Name)

By: _____
Barbara W. Weyant
Executive Director, ACMI

By: _____
President
Name (Please Print):_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

That, based on information provided to me by such manufacturers, this company is in compliance with ACMI certification program requirements.

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

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

_____
Print Name

_____
Signature

Sworn to before me this

_____ day of _____, 20____

_____
Notary Signature / Seal

or

_____
Signature of Witness

M--/ALLM

THE ART AND CREATIVE MATERIALS INSTITUTE, INC.
99 Derby Street, Suite 200, Hingham, MA 02043

REPORT OF ALLEGED PRODUCT-RELATED INJURY TO PERSONS OR PROPERTY FROM ANY CERTIFIED PRODUCT IN OUR BRAND NAME(S) EITHER MANUFACTURED BY OR FOR US (JANUARY 1, 20__ - DECEMBER 31, 20__)

1. Brand Name and Product Line_____
(You may write "ALL PRODUCTS" here if you have no injuries to report.)

2. Our company has no product injuries to report. ❑ (please check here and sign below, even if no injuries to report)

3. Product evaluation by (check appropriate ACMI Tox Provider): ❑ Duke OEM Toxicology / ❑ Bureau Veritas USA

4. Summary of allegations concerning incidence of a product-related injury:

   A. Persons involved: _____
   (Name)
   _____
   (Age)

   B. Date and place of incident: _____

   _____

   C. Nature of claimed injury: _____

   _____

   D. Allegations as to how the injury occurred: _____

   _____

   _____

5. Other pertinent information relating to incident: _____

   _____

   _____

6. Action taken: _____

   _____

7. Resolution of incident: _____

   _____

   _____

_____ _____
Print Name Print Company Name

_____ _____/_____/_____
Signature Date

APPENDIX E - Member Product Listing (MPL) Confirmation

Date: _____

Ms. Barbara W. Weyant, Executive Director
The Art and Creative Materials Institute, Inc.
99 Derby St., Suite 200
Hingham, MA 02043

Dear Ms. Weyant:

We understand that one of the requirements of the ACMI Certification Program is to confirm on an annual basis that our ACMI Member Product Listing (MPL), including products that we private label for other companies, is up to date or requires changes (i.e. new eligible products which need to be added, changes in the product status, etc.). Since ACMI members now have direct access to their own MPL within the ACMI certification database via the ACMI website, we hereby confirm that we have reviewed and/or updated our ACMI MPL online, and that any changes which cannot be made via the website will be communicated to the ACMI staff.

_____
Name and Title (please print)

_____
Company Name

_____
Signature

APPENDIX F

PRODUCT CATEGORIES ELIGIBLE FOR THE ACMI CERTIFICATION PROGRAM

Adhesives
- Glue
- Polymer
- School Paste

Airbrush Colors, Mediums & Accessories

Brush Care Products

Brushes*

Canvas (Coated)

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

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

Charcoal

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

Cleaners

Cloth*

Colored Sand*

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

Crayons
- Hard Molded
- Molded
- Pressed
- Water Color

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

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

Gessos & Painting Grounds

Glitter*

Graphic Masking Liquids

Hobby Model Kits & Miniatures*

Labels, Stickers & Transfers*

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

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

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

Mediums, Varnishes, Sealers & Fixatives for Charcoals & Pastels

Mediums, Varnishes, Sealers & Fixatives for Watercolors

Mediums, Varnishes, Sealers & Fixatives, Multi-Purpose

Molds & Tools*

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

Paper*

Pastels
- Hard Pastels
- Oil Pastels
- Soft Pastels

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

Plastic Art & Craft Materials*

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

Product Combinations (Kits)

Restoration/Conservation Products*

Sculpture Materials

Solvents

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

Rev. 06/19

APPENDIX G

99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.ACMIart.org

Statement on Appropriateness of Products to User

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

"We recommend when specifying or purchasing art materials, particularly for institutional use, that you carefully consider the ultimate consumer. In cases where products may be used by young children (K-6) or in environments with physically or mentally disabled persons who may be unable to read or understand safety labeling, you should specify and purchase materials which bear the ACMI AP (Approved Product) Seal.

Products which bear the ACMI CL (Cautionary Labeling) Seal can safely be used by those persons who are able to read, understand and follow suggested safety precautions for handling those materials."

LOOK FOR THESE SEALS.....

Important Note About ACMI Certification Marks

The AP (Approved Product) and CL (Cautionary Labeling) Seals of The Art and Creative Materials Institute, Inc. are International Registered Trademarks and must not be used without written authorization for use of these Seals from ACMI. Authorization to use these Seals is not transferable to any other product or company without written authorization from ACMI.

AP (Approved Product) Seal

To be used on Non-Toxic Products

Definition of the AP Seal:

The AP (Approved Product) Seal identifies art materials that are safe and that are certified in a toxicological evaluation by a board-certified toxicologist (medical expert) to contain no materials in sufficient quantities to be toxic or injurious to humans, including children, or to cause acute or chronic health problems. These products are certified by ACMI to be labeled in accordance with the chronic hazard labeling Standard, ASTM D 4236, and the U.S. Labeling of Hazardous Art Materials Act (LHAMA).

CL (Cautionary Labeling) Seal

To be used on Products Requiring Labeling, along with Label Language Required by the Toxicologist

Definition of the CL Seal:

The CL Seal with cautionary labeling identifies products that are certified to be properly labeled in a program of toxicological evaluation by a board-certified toxicologist (medical expert) for any known health risks and with information on the safe and proper use of these materials. This Seal appears on adult art materials in ACMI's certification program and on no children's materials. These products are also certified by ACMI to be labeled in accordance with the chronic labeling standard, ASTM D 4236, and the U.S. Labeling of Hazardous Art Materials Act (LHAMA).

APPENDIX I

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

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

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

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

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

(title) (the company)

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

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

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

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

_____
Signature

_____
Company Name

Sworn to before me this

_____ day of _____, 20____

ACMI
The Art and Creative Materials Institute, Inc.
Certifying Safety Since 1940

99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.ACMIart.org

ACMI STAFF CONFIDENTIALITY AGREEMENT

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

Whereas, ACMI conducts a product certification program on behalf of its members, interacts with consulting toxicologists, bills members for dues based on confidential sales information supplied by members, interacts with its members concerning issues relating to labeling, and reviews information to be submitted from time to time to federal and other legislative or regulatory bodies, and other responsibilities not enumerated herein.

Whereas, in the course of performing these services for ACMI, it is both necessary and required as part of Staff's responsibilities to obtain, review and process some confidential information or data, some of which may constitute trade secrets.

Therefore, the parties agree, for good and adequate consideration, including Staff's continued employment with ACMI, as follows:

1. "Confidential Information" includes, but is not limited to:

   a) Information and data received by ACMI from consulting toxicologists at Duke University Medical Center or Bureau Veritas/Intrinsik ("Toxicologists") concerning the status of products submitted by ACMI members to Toxicologists for evaluation in ACMI's certification program process;

   b) Formulation information, including information relating to product ingredients, received by ACMI directly from a member company or companies;

   c) Information received by ACMI from Toxicologists or member companies concerning un-marketed products, product testing, and third party manufacturers;

   d) Information received by ACMI from members and prospective members about products and product categories in connection with the ACMI membership application and membership retention process for which a member or prospective member claims confidentiality;

   e) The following information received in connection with dues billing and collection: dues amounts to be billed to a member; sales reported for purposes of determining dues amounts; and any other proprietary information deemed by ACMI or an ACMI member to be confidential or a trade secret.

LOOK FOR THESE SEALS.....

2. Staff may not accept from Toxicologists formulation information or any information one or more toxicologists determine would conflict with their duty of confidentiality to the ACMI member unless such member has provided to ACMI a written waiver of such conflict.

   Staff may never disclose Confidential Information to any person or entity, either during or after his or her employment or association with ACMI, except as described in subparagraphs a) through c) below and in paragraph 3 and 4.

   a) While he or she is a member of the ACMI Staff, Staff may, solely for the purpose of carrying out his or her ACMI job responsibilities and for the benefit of ACMI, discuss Confidential Information with other Staff who have signed this Staff Confidentiality Agreement;

   b) While he or she is a member of the ACMI Staff, Staff may report to the ACMI Board of Directors and its Executive Committee Confidential Information, including dues amounts owed and delinquent, but only in the aggregate without specific product identification or member identification; and

   c) Staff may disclose Confidential Information as required by law or legal process, consistent with paragraph 4, below.

3. While he or she is a member of the ACMI Staff, Staff may also consult with ACMI's legal counsel concerning Confidential Information. Such communications and consultation will be subject to the attorney/client privilege. In addition, legal counsel may also provide to Staff, while such Staff is a member of the ACMI staff, opinions, recommendation for action by ACMI, and other information subject to attorney/client privilege, which shall be regarded as confidential to ACMI, or to ACMI and its Officers and Directors, or to ACMI and members, as appropriate.

4. In the event of a request or demand for Confidential Information from a third party, whether in the form of legal process or otherwise, Staff shall provide reasonable notice of such request or demand to the member company (or companies) to whom it relates.

5. Staff will at no time, during or after his or her employment or association with ACMI, use for his or her own benefit or the benefit of others any Confidential Information.

6. Upon termination of employment or other relationship with ACMI, Staff will return to ACMI, retaining no hard or electronic copies, all documents relating to ACMI including, but not limited to, Confidential Information, reports, correspondence, customer and member lists, computer programs, and all other materials and copies of such materials, obtained by Staff during employment or other relationship with ACMI.

7. Staff acknowledges that the restrictions on his or her use of Confidential Information are necessary to protect the Confidential Information of ACMI and its members and ACMI's goodwill with members and prospective members. Any unauthorized disclosure or use of Confidential Information by Staff is considered a breach of the duty to maintain confidentiality and such breach may be grounds for immediate dismissal, lesser disciplinary action, or potential liability in a legal action arising from such breach. Staff acknowledges that in the event he or she breaches his or her obligations under this Agreement, ACMI will be entitled, without having to post bond or other security, and without having to demonstrate that there is no adequate remedy at law, to obtain equitable relief, including a temporary restraining order, preliminary and permanent injunctive relief, and that any such relief shall be without prejudice to any other remedies that ACMI may have under applicable law.

8. Staff acknowledges that this agreement creates no additional employment rights and that he or she is an at-will employee of ACMI.

The Art and Creative Materials Institute, Inc.

By: _____ Date: _____
Signature of Authorized ACMI Representative

Barbara W. Weyant, Executive Director

By: _____ Date: _____
Signature of ACMI Staff Member

Name

APPENDIX K

ACMI
The Art and Creative Materials Institute, Inc.
Certifying Safety Since 1940

99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
www.ACMIart.org

ACMI STAFF AND TOXICOLOGY STAFF CONTACT INFORMATION

If you have technical or toxicological questions, need product evaluation/submission documentation, or if you have questions concerning evaluation costs or the status of a product in the evaluation process, etc., please contact the Toxicology Staff at Duke University or Bureau Veritas directly:

ACMI Toxicology Contacts at Duke University:

2200 West Main Street, Suite 400,
Durham, NC 27705
919-286-5744 (phone), 919-286-5647 (fax)
http://duketox.mc.duke.edu

All product related submissions should be sent to: acmisubmissions@duke.edu **with a cc: to Caroline Rourk at** caroline.rourk@duke.edu

ACMI Toxicology Contacts at Bureau Veritas USA/Intrinsik:

If sending physical samples, send to: ATTN: Kelly Sabo,
Bureau Veritas Consumer Products Services, 100 Northpointe Pkwy, Buffalo, NY 14228
716-505-3300 (phone), 716-505-3301 (fax)

All product related submissions should be sent to: kelly.sabo@bureauveritas.com
All technical related inquiries should be sent to: acmiproducts@intrinsik.com **with a cc: to Kelly Sabo at** kelly.sabo@bureauveritas.com

If you have questions about ACMI membership, the product certification/authorization process *(once a product has been approved by the toxicologist)*, legislative issues, meeting information, public relations issues, or if you have concerns, please contact a member of the ACMI Management Staff:

ACMI Management Staff:

Barbara Weyant, Executive Director, e-mail: bweyant@ACMIart.org
David Baker, Legal and Financial Director, email: dbaker@ACMIart.org
Debbie Gustafson, Meetings Director, e-mail: dgustafson@ACMIart.org
Debbie Munroe, Certification Program Director, e-mail: dmunroe@ACMIart.org
Neira Teicu, Membership Director and Bookkeeper, e-mail: nteicu@ACMIart.org

Please visit www.ACMIart.org for the most current list of contacts

APPENDIX L

99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.ACMIart.org

PROCEDURES FOR SUBMISSION OF DUES PAYMENTS, TOXICOLOGICAL FEE PAYMENTS, SALES FIGURES FOR DUES COMPUTATION, AFFIDAVIT OF CONTINUANCE PAPERWORK, PRODUCT SUBMISSION TIMING AND FORMULA CONFORMITY SURVEILLANCE TESTING REQUESTS

The following procedures apply to the submission of dues payments, toxicological fee payments, sales figures for dues computation, Affidavit of Continuance paperwork, product submission timing and Formula Conformity Surveillance Testing Requests as follows:

- An initial billing or request of the above requirements by ACMI or an ACMI Toxicologist establishes a 30-day due date.

- A reminder billing or request will be issued 60 days from the initial billing or request.

- A letter warning of delinquency will be issued 90 days from the initial billing or request. (Delinquency means that all ACMI and toxicological services stop with the letter of delinquency to the member company until the membership is brought back into good standing.) This letter will also include:

    1. Notification of possible termination of certification/membership by the Board for non-submission of any of the above items,
    2. Notification of the assessment of a **$1,000 re-instatement fee** if a member wishes to re-instate the membership after it is terminated.

- After an additional 30 days (120 days from the initial billing or request), a letter of termination will be issued to the member company if they are still delinquent. This letter will explain that the membership can be re-instated, but a $1,000 re-instatement fee will apply. This letter will also explain that the member company must immediately submit all outstanding payments/ information that is owed in order to re-instate the membership and avoid having to re-apply for membership/product certification.

LOOK FOR THESE SEALS.....

APPENDIX M

99 Derby St., Suite 200
Hingham, MA 02043 USA
Tel. (781) 556-1044 Fax (781) 207-5550
Website: www.ACMIart.org

ACMI Violation Procedures

(Last revised September 2020)

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

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

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

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

4. **If the product has not been evaluated by Duke or BV,**
    a. Locate the manufacturer/product on their Internet website or an art material distributor's website and follow the procedures under #3. Notify the violator that they must immediately stop using the ACMI Seal, must remove the ACMI Seal from any product in inventory until evaluated in the ACMI program, and must confirm in writing that they have done so.
    b. If staff is unable to locate on the Internet, have ACMI Trademark Counsel perform a search and/or send an e-mail/fax to the ACMI Active Members with a three-week response time to make sure none manufacture the product.
        1. If a member does manufacture the product, notify them that they must immediately stop use of the ACMI Seal on the product, must remove the ACMI Seal from any product in inventory until evaluated in the ACMI program, and must confirm in writing that they have done so.
        2. If no member responds that they manufacture the product, work with Trademark Counsel to first send a letter to the manufacturer/violator and if no resolution, report the product to CPSC on the theory that, if the ACMI Seal is a violation, then use of the ASTM D4236 conformance statement probably is also.
    c. The manufacturer/violator must remove the ACMI Seal(s) and any statement(s) implying ACMI certification from their catalogs, brochures and website until evaluated in the ACMI program, and the manufacturer/violator will be so notified.
    d. Require documentation to ACMI of a violator's claim that a product has been evaluated for LHAMA compliance outside of the ACMI program.

(continued)

LOOK FOR THESE SEALS……

4. **If the product has not been evaluated by Duke or BV,** *(continued)*
    e. The manufacturer/violator must submit product brochures and catalogs for review of any other violations, and the manufacturer/violator will be so notified.
    f. The manufacturer/violator must inform all of their retailers and distributors of products in violation of ACMI procedures and require their retailers and distributors to perform the actions in steps 4.a., 4.c., and 4.h., and the manufacturer/violator will be so notified.
    g. The manufacturer/violator must report any unevaluated product(s) to CPSC and must confirm in writing to ACMI that they have done so or ACMI will be forced to report the unevaluated product(s) to CPSC, and the manufacturer/violator will be so notified.
    h. The manufacturer/violator must stop the sale of any unevaluated product bearing the ACMI Seal(s) until such products are properly evaluated in ACMI's program and authorized to bear the ACMI Seal(s) and must confirm in writing to ACMI that they have done so, and the manufacturer/violator will be so notified.
    i. The manufacturer/violator must submit labels for any products bearing the CL Seal for review by ACMI's toxicologists for accuracy and compliance to Federal law and ACMI requirements, and the manufacturer/violator will be so notified.
    j. Any member manufacturer/violator shall resubmit sales for recalculation of dues to include products in violation if such products are not already on their Member Product Listing (MPL), and the member manufacturer/violator will be so notified.
    k. The manufacturer/violator must reimburse ACMI for expenses of staff, Trademark Counsel and other Legal Counsel administration of these violation procedures, including any other costs related to unauthorized use of the ACMI Seals, and the manufacturer/violator will be so notified.
    l. Recall products in violation of the ACMI certification process, unevaluated or evaluated elsewhere, and bearing the ACMI Seals, if not accomplished by CPSC.

5. **Procedures have been approved or are in the process of being developed by ACMI's Certification Committee and Board to tighten control of the Third Party Supplier/Licensee aspect of the certification program to include the following:**
    a. The toxicologists will no longer issue ACMI tox approval paperwork to third party supplier/manufacturers. Approvals will only be issued to the ACMI member for whom the product is being made, unless the Third Party Supplier is also an ACMI member.
    b. A contract or statement of compliance will be developed for Third Party Suppliers who are not ACMI members so we have an agreement from them up front that they will follow ACMI Procedures. ACMI and/or the toxicologists can put a hold on product evaluations for any Third Party Supplier who fails to submit requested product information to the toxicologist or follow ACMI Procedures.
    c. Third Party Suppliers or Licensees who fail to resolve violations of the ACMI Certification Program will no longer be allowed to participate in the program.

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

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

Please note: *The Violation Procedures document is a guideline. ACMI may take all actions as necessary to protect its interest, interests of its members and the public.*

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Certification Program Guidelines for using the ACMI Toxicological Service Providers (Duke University and/or Bureau Veritas/Intrinsik):

1. Members will be able to use either or both toxicological (tox) providers on an on-going basis but cannot have the same brand name/product in with both providers. This includes new configurations (sets/packages) and/or new colors. The entire line must be in with either Duke or BV.

2. When changing providers for an existing approved brand name/product, it is the member's responsibility to inactivate/remove the product approval with Duke or BV, and to notify ACMI of the change. Notification must include confirmation of whether or not there was also a change to the product formulation. If ACMI receives a request for authorization to use the Seal on a brand name/product that is already registered in our system under the other provider, and we have not been notified of the change, there may be a significant delay in the authorization process.

   If a change in service providers coincides with a change in the product's former certification status/seal type, without a change in the product formulation, and the change is not due to any state, federal or international regulatory requirement or other reasonable scientific explanation, the product will be subject to further review by the ACMI Toxicological Advisory Board (TAB). The TAB will report its decision to the Executive Director and/or the Technical Director (and as necessary, to ACMI's Legal Counsel). All TAB decisions are ***final*** and must be followed by members. The cost of all TAB Reviews will be at the member's expense.

3. If a member has an existing certified product approved by Duke, and changes to BV (or vice versa), the existing Duke or BV Product # AND all associated brand names, including any private label/licensee brand names, will become decertified/ UNCT by ACMI until the new/replacement tox approval paperwork has been submitted. Once received, ACMI will issue or re-issue authorization for use of the Seal and a Product # Deletion Notification will be sent to Duke or BV.

~ continued ~

Please keep in mind that you must include ALL alternate brand names (**and** company names in private label/licensee situations) when requesting a new or updated evaluation from the new provider. ACMI will only be able to issue or re-issue authorization for use of the Seal on those specific brand names that are listed on the new toxicologist's approval form.

4. Five-Year Reviews cannot roll over from one tox provider to the other. If you change tox providers at the time of the Five-Year Review, the product *must* have a new evaluation/tox approval form, and the Five-Year Review "clock" would start ticking from the date of the new approval.

5. If using Bureau Veritas for the ACMI Certification Program protocol, all tox approval paperwork for ACMI certification *must* go through BV USA. Bureau Veritas locations in other parts of the world cannot be used for ACMI certification but can be used for additional physical testing that may be required.

6. Companies whose membership is Terminated or Suspended will not be able to work with Duke or BV under the ACMI protocol until the membership has been brought back into good standing.

7. Both Duke and BV will require private label companies to sign a License Agreement with ACMI (if they have not already), before approving the Licensee's brand name.

8. Both Duke and BV will submit generic formula information for CL and Mixed Labeling certified products to the company that manages the Poisindex database ("Poisindex") on behalf of members as required under LHAMA and ASTM D4236. ACMI will continue to submit the list of AP certified products to Poisindex.

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Appeals Request Worksheet

(Non-Confidential)

Date:		
Member Company Name:		
Member Contact Name:		
Member Email:		
Member Phone Number:		
Name of Toxicological Provider:	BV	Duke
BV or Duke Product #/ID:		
Is This a Toxicological Appeal of a Submission:	Yes	No

If YES, what is the nature of the submission controversy *(Please do not include confidential information)*:

If NO, please describe the issue that you are currently having with the Toxicological Provider circled above:

Please email this completed worksheet to the ACMI Executive Director: bweyant@acmiart.org and to the Certification Program Director: dmunroe@acmiart.org

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Appeals Request Confidential Worksheet

Please send this information to the TAB only.

Date:	
Toxicological Provider (Duke or BV):	
Primary Toxicologist Name:	
Tox Provider Email/Phone Number:	

Member Company Name:	
Member Contact Name:	
Member Email:	
Member Phone Number:	
BV or Duke Product #/ID:	

Brief overview of product, chemical and description of the issue.

Please provide the following information:

1. Chemical concentration present in product.
2. Intended product use and consumer.
3. Exposure calculations.
4. Hazard identification.
    a. Source study/document for toxicology endpoint.
    b. Toxicological threshold for chemical of concern.
    c. Calculations used to develop tox threshold (including safety factors).
5. Risk Calculations.

This confidential information shall only be sent to the TAB members, thank you.

Tom Starr: tbstarr@mindspring.com

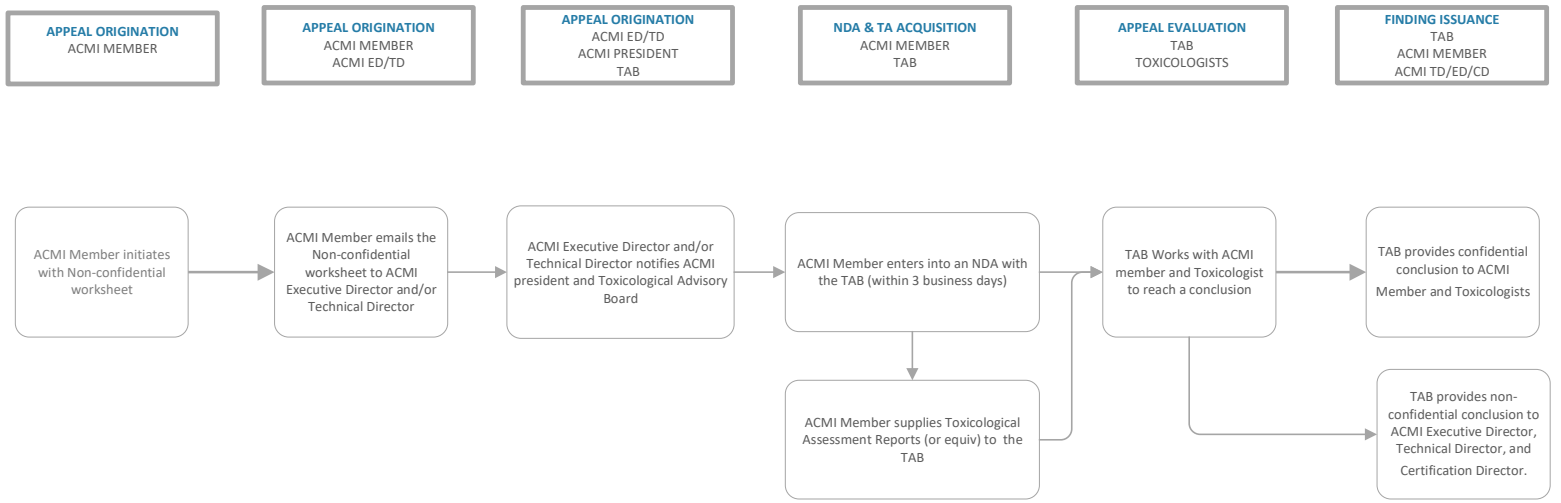
James Klaunig: jklauni@gmail.com

Gregory Dripps: gregorydripps@gmail.com

APPENDIX O - Process Flow

ACMI APPEAL PROCEDURES

Dispute between an ACMI member and two toxicological providers with differing certification findings



Dispute between an ACMI member and a toxicological provider that cannot be settled between the two parties