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# Laboratory Testing Agreement for Biobased Products

THIS LABORATORY TESTING AGREEMENT (the Laboratory Agreement) dated this day is made between The Safety Equipment Institute (“SEI”), a nonprofit corporation, having its principle place of business at 1307 Dolley Madison Blvd, McLean, VA 22101 USA and (“Laboratory”), having its principal place of business at \_\_\_\_\_, for the furnishing of services to SEI.

**WHEREAS**, SEI has been awarded a contract by the U.S. Department of Agriculture (“USDA”) to provide certification administration and approval supporting the USDA’s Voluntary Biobased Product Labeling Program (“the Program”); and

**WHEREAS**, the SEI Product Certification Program is a voluntary program administered by SEI on behalf of USDA, and a product approved through the SEI program is tested, at the direction of SEI, by an SEI contracted third-party laboratory; and

**WHEREAS**, Participants have applied to and been approved by the USDA for acceptance of their products (“Products”) into the Program, have entered into a Biobased Participant Agreement with SEI, have agreed to conform to the Operations Manual for Biobased Product Certification Program (“Operations Manual”), and have their product tested according to ASTM Standard D6866, Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis (“the ASTM Standard”) to determine the biobased content; and

**WHEREAS**, SEI desires to retain the Laboratory as a contracted SEI laboratory to provide testing and related services of the Participants’ Product to the ASTM Standard, pursuant to USDA Program criteria and SEI procedures under the terms of this Laboratory Agreement; and

**WHEREAS**, Laboratory represents it is properly qualified to render such services, has completed an Application for Acceptance as an SEI Biobased Testing Laboratory, and warrants the accuracy of the information contained therein; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained and for other valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

## 1. Scope of Services

- a) Test Facility—Laboratory agrees to house, operate, and maintain its own test facilities in which tests may be conducted, at the request of Participants, in accordance with the ASTM Standard and the Operations Manual.
- b) Laboratory’s Receipt and Handling of Samples
  1. Samples shall be selected and shipped by Participant or other authorized SEI representative in accordance with the Operations Manual. The Laboratory shall not be responsible for any shipping costs associated with receiving or returning sample material.
  2. Notification of damage and open or incorrect samples—Laboratory shall notify SEI and Participant via email within 24 hours of receipt of the sample if the sample arrives with outwardly visible damage, unsealed or seal is broken, or if the incorrect sample has arrived at the laboratory. In addition, any sample that contains hazardous material shall be shipped per state, federal, and international regulations. Laboratory will be available to discuss with the Participant regarding details for obtaining a new sample, if necessary.
  3. Laboratory has the right to refuse delivery of any material that is lacking appropriate documentation for hazardous or unsafe sample materials or is in excessive quantity. Laboratory will be available to discuss with the Participant regarding details for obtaining a new sample, if necessary.



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- c) Test Specimen Preparation and Testing
  - 1. The test specimens shall be prepared by the Laboratory such that the analyzed material is representative of the submitted sample. This includes, but is not limited to, combustion of representative test specimens in quantities representative of the whole and homogenization and mixing as required to ensure representative test specimens. Test specimen preparation shall be made such that quantitative recovery of all organic carbon species is achieved to ensure accurate accounting for all fossil and renewably sourced carbon. In the event these requirements cannot be satisfied, Laboratory will immediately contact SEI and the Participant with options for a plan of action and authorization for analysis. It is understood additional fees may apply. Number and type of analyses performed will conform with all requirements of the Operations Manual.
  - 2. Testing shall be conducted to Method B or C of the most current revision of the ASTM Standard.
  - 3. Testing shall be completed within fifteen (15) business days from receipt of an acceptable sample from the Participant. In the event delays are expected or required, Laboratory shall immediately contact Participant and SEI with an explanation for the delay. It is understood that repeated delays shall represent a breach in contract and this Agreement shall be subject to termination.
- d) Test Reports
  - 1. Laboratory shall furnish an electronically transmitted written report, describing findings with respect to each test or series of tests performed for the Participant, to SEI and the Participant, within ten (10) business days of test. Included with the test report will be a completed Documentation and Reporting of Laboratory Results for Biobased Products in accord with ASTM Test Method D6866 (in a format attached hereto-Appendix A). Upon request, Laboratory shall include quality assurance data, in a format previously approved by SEI, in support of the accuracy and precision of the results. Except for this disclosure to SEI, the report and its content shall be held confidential by the Laboratory.
  - 2. Biobased content values that exceed 100% will be reported as having a biobased content of 100%.
  - 3. Laboratory shall retain test reports and raw data for a minimum of one year from the reporting of results.

## 2. Responsibilities of Laboratory

- a) Laboratory shall perform services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, coordination, and timeliness of all items and services furnished under this Laboratory Agreement.
- b) Laboratory shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing services. If Laboratory fails to meet applicable professional standards, Laboratory shall, without additional compensation, correct or revise any errors or deficiencies in items or services furnished under this Laboratory Agreement.
- c) Laboratory shall retain, at a minimum, accreditation to ISO/IEC Guide 17025 granted by a national accreditation body. Laboratory shall notify SEI immediately if accreditation is in jeopardy or lost. Upon SEI's request, Laboratory shall present SEI with proof of its accreditation.
- d) Laboratory warrants that it shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of services under this Laboratory Agreement and that its performance shall reflect its best professional knowledge, skill, and judgment.
- e) For all requests made by SEI pursuant to this Laboratory Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by SEI, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.
- f) In accordance with the ASTM Standard, all required tests shall be conducted to completion.
- g) Laboratory shall charge fees for testing to the ASTM Standard. Fees shall remain constant for one year from date of agreement (attach schedule of fees).
- h) Laboratory shall not have direct exposure to artificial carbon-14.



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### 3. Term

This Laboratory Agreement shall become effective on the date first above written and shall extend for a two-year period. It may be extended by written agreement of the parties.

### 4. Point of Contact at SEI

Laboratory's point of contact at SEI is Program Manager:

**Chad Morey**  
Safety Equipment Institute  
1307 Dolley Madison Blvd.  
Suite 3A  
McLean, VA 22101, USA  
Tel +1.610.832.9765

### 5. Point of Contact at Laboratory

Point of contact at Laboratory is:

Name	Company
Address	Address
City	State
Postal Code	
Email	Tel

### 6. Availability of Laboratory

Laboratory is expected to be available to provide the services to SEI, Participants, and other entities as described in this Laboratory Agreement.

### 7. Termination

Either SEI or Laboratory may terminate this Laboratory Agreement without cause with 90 days written notice. Upon termination or cancellation of this Laboratory Agreement, SEI shall have no liability to Laboratory. The terms and conditions contained in this Laboratory Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

### 8. Independent Contractor

It is the intention of the Parties that Laboratory shall be an independent contractor in the performance of the services specified under this Laboratory Agreement and that nothing in this Agreement shall be construed to be inconsistent with its status as independent contractor. Laboratory at no time shall hold itself out as an agent, subsidiary, or affiliate of SEI for any purpose, including reporting to any governmental authority, and shall have no authority to bind SEI to any obligation.



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## 9. Intellectual Property Rights

All data, test results, calculations, reports, information and other documents gathered or prepared by Laboratory under the Agreement (Work) shall become the property of SEI and the Participant. At SEI's request, such Work shall be delivered to SEI upon completion of Laboratory's services under the Laboratory Agreement. It is understood that any Works produced under this agreement are the property of SEI and Participant and that the Work was produced entirely under a special order and commission of SEI and Participant and under the direction of SEI. Laboratory acknowledges that it has no interest or rights of any kind whatsoever against SEI in the Work, and that the Work qualifies for and is considered to be a "work made for hire" under the Copyright Act. Laboratory retains no copyright or other intellectual property interest in the Work.

## 10. Confidential Information

The services performed by Laboratory may require access to information that SEI or Participant deems confidential. Laboratory shall receive such information in confidence and shall not, except as required in the conduct of SEI's business, or as authorized in writing by SEI, publish or disclose or authorize anyone else to publish, disclose, or make use of such information. Laboratory shall, upon demand, promptly surrender any such information to SEI. However, Laboratory may retain a copy of all evaluation data and reports prepared by Laboratory for SEI and the Participant. Laboratory may comply with the requirements of applicable law for the disclosure of information. In the event of such a demand, Laboratory shall provide prompt notice to SEI and the Participant and cooperate with SEI seek a protective order to limit or prevent disclosure.

## 11. Indemnification

Laboratory will hold SEI harmless and indemnify SEI for any claim arising: (1) from Laboratory's noncompliance with applicable governmental laws or regulations, (2) from injury to Laboratory personnel while performing Laboratory's duties under this Agreement, and (3) in any manner from the services to be performed under this Agreement and caused by Laboratory's acts or negligence.

## 12. Use of Party's Name

SEI and Laboratory agree not to use the other's name in any form of publicity, or to release to the public any information relating to other's work under this Agreement, or to otherwise disclose or advertise that they entered into this Agreement, except with the specific prior written approval of the other party.

## 13. Notices

All notices or other relevant communications required under this Agreement shall be in writing and shall be delivered to the point of contacts.



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## 14. General Provisions

- a) This Laboratory Agreement shall be governed by the law of the Commonwealth of Pennsylvania.
- b) This Laboratory Agreement and its rights, duties, and obligations may not be assigned or transferred.
- c) This Laboratory Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except by further written agreement.
- d) Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.
- e) It is also understood that any changes in said test facility or any changes in the tests to be performed that increase the cost thereof, by reason of revised standards or otherwise, shall first be the subject of further negotiation and agreement between the parties before any such changes shall become effective.

## 15. Insurance

Laboratory shall maintain at its own expense, at all times during which this Agreement is in effect and for 3 years thereafter, with an approved insurance carrier, comprehensive general liability insurance in the amount of at least \$1 million per occurrence/\$3 million aggregate and workers compensation insurance and will provide at least 30 days prior written notice to SEI of the cancellation or any substantial modification to the policy that would affect SEI.

Participant shall name SEI as additional insured and will provide at least 30 days prior written notice to SEI of the cancellation or any substantial modification to the policy that Participant would affect SEI.

In Witness Whereof, the parties have set their hands unto, this date and year first written above.

**For SEI**

**For Laboratory**

Signature

Signature

Printed Name

Printed Name

Title

Title

## Appendix A

Documentation and Reporting of Laboratory Results for Biobased Products in accord with ASTM Test Method D6866

## Appendix B

Attach Schedule of Fees

[Return completed agreement and supporting schedule of fees to SEI Certification Department \(cert@astm.org\)](#)



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## Appendix A

### Documentation and Reporting of Laboratory Results for Biobased Products tested to ASTM Standard D6866 — Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radioactive Analysis

This form shall be completed and submitted to the Participant and to SEI along with the test report.

#### Company and Product Information

Name of point of contact	Company
Address	Address
City	State
Country	Postal Code
Email	Tel

USDA Application Number

Brand Name/Product Name/Description of Product

#### Laboratory

Name of point of contact	Company
Address	Address
City	State
Country	Postal Code
E-mail	Tel

Date Participant Provided USDA Application Number to Laboratory

Laboratory does not have contact with artificial C14: Yes

Comments:



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## Sample Received

Date Sample Received

**\*Attach Picture of Sample to Email**

Comments

## Testing

Date Test Conducted

Start

Completed

**\*Attach Picture of Test Specimen to Email**

Description of test specimen preparation

Comments



## Test Report

Used latest version of Standard D6866-16: Yes    No

Used D6866 Method: B    C

Laboratory Test Number:

Date Test Report Issued:

Cost of Testing:

### Indicate which Option was used:

#### Option 1

% Modern Carbon Content (pMC)

% Biobased Content

REF Value Used

% Biobased Carbon

% Biogenic Carbon

% Biobased by Mass

% Biogenic by Mass

#### Option 2

Test 1

% Modern Carbon Content (pMC)

% Biobased Content

REF Value Used

Test 2

% Modern Carbon Content (pMC)

% Biobased Content

REF Value Used

Test 3

% Modern Carbon Content (pMC)

% Biobased Content

REF Value Used

Bomb Carbon Option: Yes    No

Justification

Aquatic Option: Yes    No

Justification





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Return completed form and laboratory  
report to Participant and to SEI Certification  
Department ([cert@astm.org](mailto:cert@astm.org))