

AMERICAN LUMBER STANDARD COMMITTEE, INCORPORATED
AGREEMENT WITH AGENCIES WHICH
PROVIDE SERVICE TO WOOD PACKAGING FACILITIES

This agreement entered into this ____ day of _____, 20____, by and between the American Lumber Standard Committee, Incorporated, ("ALSC") and _____ of _____ an agency that monitors wood packaging facilities hereinafter called the "Agency".

WITNESSETH: The American Lumber Standard Committee has adopted a policy to authorize the Board of Review to accredit and monitor agencies that provide service to wood packaging facilities under procedures developed or enforced by the American Lumber Standard Committee or the Board of Review and including the requirements of International Plant Protection Convention (IPPC) Guidelines For Regulating Wood Packaging Material in International Trade.

Upon the accreditation by the Board of Review that the aforementioned Agency has met the requirements incorporated herein, the American Lumber Standard Committee authorizes the Agency to function as an accredited agency, subject to the conditions and requirements specified or enumerated in this agreement and to all of the rules and regulations of the American Lumber Standard Committee and the Board of Review relating to the quality marking of wood packaging and the performance of inspection agencies.

In consideration of this accreditation and authorization and in order to retain such, the said Agency shall continue to maintain the same procedures and efficiency in its conduct of this service as were required for the granting of this privilege, and to abide by all of the provisions of the American Softwood Lumber Standard PS 20, American Lumber Standard Committee Bylaws and the American Lumber Standard Committee-Board of Review Enforcement Regulations and Guidelines, Memorandum of Understanding between the American Lumber Standard Committee and the United States Department of Agriculture Animal and Plant Health Inspection Service Plant Protection and Quarantine (APHIS), Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations, and all other requirements and policies of the American Lumber Standard Committee and the Board of Review as now in effect or hereafter adopted, including the following requirements:

1. It shall maintain a bona fide supervisory service under which each participating wood packaging facility shall be inspected at least twelve times each year at monthly intervals, and thoroughly check the performance of all wood packaging facilities authorized to quality mark with the agency symbol. Its supervisory staff shall make a written report on each inspection, sending a copy of the report to the wood packaging facility and to Agency's office. The report shall show the complete information necessary to determine conformance to all applicable specifications and requirements, quantity of each item checked, whether quality marked, when checked and where checked.
2. It shall have all of its inspections conducted only by properly supervised and qualified inspectors, none of whom shall be engaged in any undertaking which might conflict with his/her independent position as an inspector.
3. It shall maintain sufficient supervision of its inspection staff to assure not only the continuing competency of its members but consistency on their part in the uniform application of the IPPC standard.
4. It shall conform to all of the requirements for quality marking as set forth in the Wood Packaging Material Enforcement Regulations.
5. It shall require that when its mark is applied to any wood packaging products, the wood packaging products shall conform in every respect to the provisions of the applicable IPPC standard, and no special agreements between buyer and seller shall justify any deviation from this requirement.
6. It shall enter into a written agreement or licensing arrangement approved by the Board of Review with each wood packaging facility that quality marks under its supervision, setting forth the conditions that shall be met by the wood packaging facility in order to be entitled to use the agency quality marks.
7. It shall include in its contract with each monitored wood packaging facility a provision giving the Board of Review the continuing right to have a representative examine any accredited agency gradestamped or quality marked wood or packaging

material at the point where the Agency official quality mark is being used.

8. It shall permit representatives of the Board of Review to spot check at destination points any products bearing its quality mark, and shall incorporate a similar provision in its contract with the wood packaging facility giving the Board of Review representatives the right to make such examinations wherever such products are encountered.

9. It shall agree that the Board of Review shall require the complete reinspection of incorrectly labeled products, and shall cooperate fully in taking such steps as are necessary to eliminate or minimize the recurrence of such improper labeling.

10. Wood packaging agencies accredited by the Board of Review shall allow the above-referred to label or one similar to it to be used only on wood packaging products which conform to procedures referenced in the ALSC Wood Packaging Material Policy and herein. Conversely, such agencies shall not authorize the use of the above-referred to label or one similar to it on wood packaging products manufactured to procedures not conforming to those referenced in the ALSC Wood Packaging Material Policy or herein.

11. It shall maintain for a period of at least two years complete records of all inspections which shall be available for examination by a Board of Review representative at any time during normal business hours.

12. It shall maintain a register of participating facilities and shall furnish and update such on a current basis to the Board of Review.

The agency further agrees to withdraw its service promptly from any wood packaging facility found to be not in conformity with the requirements of the American Lumber Standard Committee or the Board of Review, and to recover its quality marks promptly from the wood packaging facility.

It is further agreed by the Agency that it shall make all reports required by the Board of Review and pay such fees, including consulting services fees, as may be assessed to cover its pro rata or direct portion of the cost of this program, payment to be made annually or quarterly, in advance. Failure on the part of the Agency to fulfill any of the agreements contained herein or any rules and regulations in relation to quality marking of wood packaging products adopted by the American Lumber Standard Committee or the Board of Review, shall be grounds for notice to be given to the Agency of the immediate termination of its authorization to function as a Board of Review accredited agency.

In consideration of the accreditation and authorization, the Agency hereby agrees to defend, hold harmless, and indemnify the ALSC, the National Grading Rule Committee, the Board of Review and the Standing Committee and the members, alternate members, directors, alternate directors, officers, and employees of such against and in connection with any claim, action, suit, proceeding or liabilities in connection with or arising out of the activities of the Agency. This undertaking shall continue in effect after any termination of this contract.

This contract may be terminated at any time by either party on 30 days written notice but otherwise to continue in full force and effect, unless revoked, as long as said agency desires to be a participant in the American Lumber Standard program and maintains its standing as an accredited agency.

IN WITNESS WHEREOF, we have signed our names the date above written.

AMERICAN LUMBER STANDARD COMMITTEE

By

President

Accepted:

Agency _____ By _____ Title
