

**RECOMMENDED MINIMUM PERFORMANCE STANDARDS FOR VINYL-
COATED AND OTHER CHEMICAL COATED UPHOLSTERY FABRICS –
HEALTHCARE STANDARD
CERTIFICATION PROGRAM**



PROCEDURAL GUIDELINES

May 2021

Sponsored and Administered by
Chemical Fabrics and Film Association
1300 Sumner Avenue, Cleveland, Ohio 44115-2851

FOREWORD

The Chemical Fabrics and Film Association (CFFA) sponsors and administers the CFFA Healthcare Standard Certification Program. These Procedural Guidelines (PG) prescribe the procedures for the operation of the Program, which provides a uniform and commercially practical means of verifying participants claimed compliance to Recommended Minimum Performance Standards for Vinyl-Coated and Other Chemical Coated Upholstery Fabrics – Healthcare 201B (“CFFA-HC-201”^{*}).

Certification is open to all manufacturers and distributors of chemical coated fabrics and film for indoor healthcare settings, both members and non-members of CFFA. Product/Pattern certification by manufacturers and distributors must comply to the CFFA-HC-201 through testing by an accredited laboratory. Any furniture manufacturer or distributor may obtain a license to use the mark with products/patterns that have been previously certified by a manufacturer or distributor or furniture incorporating such products/patterns. A manufacturer or distributor that wants to utilize the certification mark in connection with the sale of a previously certified product/pattern that the manufacturer or distributor has private labeled must enter the appropriate license agreement.

The certification mark is the participant’s public representation that product/pattern has been certified to Recommended Minimum Performance Standards for Vinyl-Coated and Other Chemical Coated Upholstery Fabrics – Healthcare/CFFA-Healthcare-201B February 2021 or any subsequent edition of the standard.

The CFFA license agreements are the basic contractual documents for participation in the Certification Program. These PGs are an extension of those agreements and provides for administration of the Program and its execution in a uniform manner.

This Program covers vinyl and other chemical coated fabrics produced with woven, non-woven, or knit substrates which are used as upholstery materials for indoor furniture in healthcare settings when tested in accordance with CFFA-HC-201.

^{*}Refers to 201B or subsequent edition of the Recommended Minimum Performance Standards for Vinyl-Coated and Other Chemical Coated Upholstery Fabrics - Healthcare

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**Recommended Minimum Performance Standards for Vinyl-Coated and Other Chemical Coated
Upholstery Fabrics – Healthcare (CFFA-HC-201)
Certification Program – Procedural Guidelines**

SECTION 1: Certifying a Product/Pattern

- 1.1. Open to all members and non-members of CFFA who manufacture or distribute chemical coated fabrics and film for indoor healthcare settings.
- 1.2. A CFFA Member may use the certification mark for each product/pattern for which the Member provides the completed self-certification form noting an accredited test lab¹ has confirmed the product(s)/pattern(s) meets CFFA-HC-201, signs the Certification Mark License Agreement, and pays the applicable fees.
- 1.3. Non-CFFA member manufacturers who sign the Certification Mark License Agreement and pay the applicable fees, may use the certification mark for each product/pattern for which the participant provides the completed self-certification form noting an accredited test lab has confirmed that the product(s)/pattern(s) meets CFFA-HC-201.
- 1.4. A distributor that sources a product/pattern from a manufacturer that has not certified the product/pattern may use the certification mark for each product/pattern for which the distributor provides the completed self-certification form noting an accredited test lab supports the claimed certification, signs the license agreement, and pays the applicable fees.

¹An accredited lab is one that has been accredited to ISO 17025 or IATF 16949 and whose accreditation is in effect when the required tests are made and reported. In performing the required tests, an accredited lab must adhere to CFFA's standard conditions of test methods as outlined in ASTM D751-19 - Standard Test Methods for Coated Fabrics.

**SECTION 2: Licensing the Mark for Use in Marketing/Selling Previously Certified Products with
Manufacturer's Product/Pattern Name**

- 2.1. For any product/pattern for which a program participant signed the license agreement, and paid the applicable fees, a furniture manufacturer or distributor:
 - 2.1.a. Does not need a license to use sample cards or marketing materials supplied by the certifying manufacturer or distributor in connection with the furniture manufacturer or distributor's sale of the certified product/pattern or furniture incorporating that certified product or pattern;
 - 2.1.b. Must sign a License Agreement and comply with the Guidelines in order to use the certification mark on its own materials, such as its website, social media, furniture, or advertisements.
- 2.2. The right of any furniture manufacturer or distributor to use the mark in connection with a product/pattern certified by another program participant ends when that participant's license is terminated.

**SECTION 3: Licensing the Certification Mark for Use in Selling Private Labeled Previously Certified
Products**

- 3.1. A product/pattern that a manufacturer/distributor has certified under CFFA-HC-201 may be private labeled by another manufacturer/distributor provided that:

- 3.1.a. The company private labeling the product/pattern does not modify or convert the certified product/pattern in any way;
- 3.1.b. The company private labeling the product/pattern provides appropriate documentation to CFFA that the product/pattern was not modified or converted and informs CFFA of the private label product/pattern name;
- 3.1.c. The company private labeling the product/pattern must license the mark by completing the required License and Verification Form, signing the license agreement, and paying the applicable fee;
- 3.1.d. A private label manufacturer or distributor that purchases product/pattern from multiple sources for resale under a single private label company may not use the certification mark for the privately labelled product/pattern unless all products/patterns sold under that private label name have been certified by a program participant.
- 3.1.e. The right of any furniture manufacturer or distributor to use the mark in connection with a product/pattern certified by another program participant ends when that participant's license is terminated.

SECTION 4: Qualified Products/Patterns

- 4.1. The program covers vinyl and other chemical coated fabrics produced with woven, non-woven, or knit substrates which are used as upholstery materials for indoor furniture in healthcare settings when tested in accordance with CFFA-HC-201.
- 4.2. Certification will be based on construction at the pattern level.
 - 4.2.a. A pattern is defined as a specific design, including texture, which could be comprised of multiple SKUs.
 - 4.2.b. If a participant changes the weight, top finish, emboss, or backing of a pattern, the participant may not use the certification mark for the changed product/pattern unless and until the participant notifies CFFA in writing and resubmits appropriate documentation that the changed product/pattern meets the standard.
- 4.3. Each certifying participant must complete a CFFA self-certification form that identifies the product(s)/pattern(s) that comply with CFFA-HC-201, in addition to information on the accredited lab used for testing.
- 4.4. Only products/patterns for which participants have supplied appropriate documentation may be marketed or sold as "certified" under CFFA-HC-201.
- 4.5. All products/patterns which are certified under CFFA-HC-201 will be listed on the CFFA Performance Products Website. When submitting the certification form, participants must provide the brand and pattern name of each certified product/pattern to be listed on the website.

SECTION 5: Evaluation and Challenge Process

- 5.1. Once a proposed participant submits all required materials, CFFA reviews all submissions for certification (and licensing) prior to providing the certification mark for use.
- 5.2. CFFA may request a test lab report on certified products/patterns on a random basis from certifying participants.

5.3. A participant can be challenged on certified products/patterns. If challenged, the participant must provide the accredited lab test⁺ for the specific product/pattern being challenged which demonstrates the product/pattern meets the certification. Except as provided in Section 5.5.a., if a lab test is not available, the license agreement is terminated, the certification mark may no longer be used, and participant must notify all applicable licensees of the mark and customers to remove the certification mark from products/patterns and that they cannot rely upon the certification mark on the goods purchased. Participant does not receive a refund on fees and product/pattern listing is removed from the CFFA website.

5.3.a. If participant does not produce a lab test as required, and participant claims the product/pattern does meet the standard, the product/pattern must be sent to an independent accredited lab for testing. The challenger pays the fee to test challenged product/pattern on specific test methods recommended by CFFA.

5.3.b. If product/pattern does not meet the CFFA-HC-201 standard, the license agreement is terminated, the challenged participant may no longer use the certification mark for any purpose, the participant must notify all furniture manufacturers and distributors who have licensed the mark in reliance on the participant's certification and must advise its customers to remove the certification mark from products/patterns, and that they cannot rely upon the certification mark on the goods purchased.

5.3.c. The participant who was challenged must reimburse the challenger for testing costs. Participant does not receive a refund on fees and product/pattern listing will be removed from the CFFA website. If product/pattern does meet the standard, participant may continue to use the certification mark.

⁺Participant must provide lab test report dated within last 12 months for the specific product/pattern being challenged.

SECTION 6: Transferability of License

6.1. A participant that has certified products/patterns may assign its license to the buyer of all of its stock or assets (sale of business/division) with CFFA's prior written consent.

6.2. The transferee of a license may use the certification mark for any product/pattern previously certified by the transferor that:

6.2.a. Has been manufactured by or for the transferor as of the time of transfer, if:

6.2.a.i. The transferee provides appropriate documentation to CFFA that the products/patterns for which it intends to use the certification mark will not be modified or converted; and

6.2.a.ii. The transferee informs CFFA in writing of any intended change to the product/pattern name.

6.2.b. Is manufactured by or for the transferee after the time of transfer that:

6.2.b.i. Is identical in weight, top finish, emboss, and backing to a product/pattern previously certified by the transferor; and

6.2.b.ii. Is produced without any change in the manufacturing process and name has not been changed.

6.3 A license to use the Mark for products/patterns certified by another participant is not transferable.

SECTION 7: Certification Mark Usage Guidelines

7.1. Purpose. To provide an illustration and further explanation of the terms, conditions and restrictions regarding use of the CFFA-HC-201 certification mark (“Mark”) as set forth in the CFFA-HC-201 Certification Mark License Agreement. To preserve the integrity and goodwill of the Mark and the certification program, CFFA has established the following requirements that are designed to protect the goodwill and value of the Mark for CFFA and users of the Mark. If the Mark were used improperly and if CFFA did not take reasonable action to correct misuse, trademark protection could be lost. Compliance with this policy is a condition for the use or display of the Mark. Nothing in this document shall be construed to supersede the governance of the CFFA-HC-201 Certification Mark License Agreement. Each user acknowledges the right of CFFA, in its sole and unfettered discretion, at any time to alter these Guidelines without notice and/or to revoke permission to use and/or display the Mark.

Please become familiar with these Guidelines and apply its rules when placing the Mark on packaging, product/pattern and developing collateral pieces that feature the Mark. If you need further assistance or would like CFFA to review materials that you are developing that feature the Mark, please feel free to contact CFFA at cffa@chemicalfabricsandfilm.com.

7.2. Terms That Apply To the Mark

7.2.a. Who May Use the Mark

Only Licensees in full compliance with their License and these Guidelines may use the mark.

7.2.b. Always Display Marks with Appropriate Legends

Whenever displayed, the Mark must be displayed with the appropriate [®] or [™] imprint as required.

7.2.c. Permitted and Non-Permitted Uses

Users may use the Mark on: (1) the certified product/pattern itself; (2) certified product/pattern packaging, tags, labels and packaging inserts such as owner’s manuals and product specification sheets; (3) certified product/pattern promotional materials (as long as such use is in compliance with these Guidelines); (4) certified product/pattern sample cards; and (5) on website and social media pages specifically promoting a certified product/pattern (as long as such use is in compliance with these Guidelines) to indicate product/pattern certification as discussed further in the Frequently Asked Questions section below. Users may not use the Mark on any uncertified product/pattern or product/pattern packaging. Additionally, the Mark may not be used in any manner that falsely suggests or implies that CFFA has certified any product that does not meet certification standards.

7.2.d. Display of Mark – General Considerations

All reproductions of the Mark must be made from original reproduction artwork provided by CFFA and may only be used in black and white or the colors specified for each mark below, unless otherwise approved by CFFA. Under no circumstances may the Mark be hand-drawn, revised or altered in any way. Furthermore, the Mark may not be typeset, reproduced or electronically scanned in such poor quality as to distort or significantly alter its appearance. If, for purposes of special printing requirements, the Mark must be resized, the proportions must remain the same.

7.2.e. Termination/Suspension of Certification

Should license be terminated for any reason or should privileges to display the Mark be revoked by CFFA for any reason, then the User must immediately remove the Mark from all

products/patterns, product packaging advertising, literature, websites, etc. and/or wherever the Mark has been displayed. CFFA may require the participant to notify all customers of the product/pattern to remove the certification mark from products/patterns and that they may not rely upon the certification mark on the goods purchased.

7.3. Rules for Reproducing the Mark

7.3.a. Original Artwork

All reproductions of the Mark must be made from the original reproduction artwork provided by CFFA. Members may obtain reproduction images from CFFA by contacting the CFFA office at cffa@chemicalfabricsandfilm.com.

7.3.b. Color of Mark

Users have two options to display the Mark. The Mark may be displayed in either black and white or in color as depicted below:



Mark prints in Pantone® 3435 C

SECTION 8: Certification and Licensing Fees

To display the Mark, participants must adhere to the guidelines in this document and pay the following certification/licensing fees (Note: *CFFA members who were previously assessed a fee for the program development are not required to pay the certification fees.):

| Certification of: | Manufacturers: | Distributors* | New CFFA Members* |
|--------------------------|-----------------------|----------------------|--------------------------|
| 1-10 Patterns: | \$3,500 | \$3,500 | \$1,000 |
| 11-20 Patterns: | \$6,000 | \$6,000 | \$1,500 |
| 21 or more Patterns: | \$7,500 | \$7,500 | \$2,000 |

*For products/patterns not already certified by a manufacturer.

| Private Label of: | Distributors |
|--------------------------|---------------------|
| 1-10 Patterns: | \$250 |
| 11-20 Patterns: | \$500 |
| 21 or more Patterns: | \$1,000 |

Licensing the Mark to Sell/Promote Certified Products/Patterns or Furniture Incorporating Certified Products/Patterns:

No fee is required from distributors who license the certification mark to use the mark to sell or promote a previously certified product/pattern, if the licensee uses the manufacturer's product/pattern name and changes have not been made to the product/pattern. No fee is required from a furniture manufacturer who licenses the mark to use the mark to sell furniture incorporating a previously certified product/pattern.

Renewal Fees

On an annual basis, all participants (manufacturers and distributors) who have certified or private labeled product(s)/pattern(s) must pay a renewal fee of:

\$500 (non-CFFA members)

\$250 (CFFA members)

Failure to pay fees will result in revoking the License. CFFA may adjust fees as deemed necessary and must notify participants of those changes.

SECTION 9: Procedures

9.1. A License may be requested at any time during the year. The participant must sign the license agreement and must submit the applicable fee based on number of certified patterns, and fill out any necessary form (section 7).

9.2. A certifying or private-label Participant may add a licensed product/pattern at any time by (a) supplying an updated self-certification or verification form and (b) if a non-member, paying any additional fee required if the addition brings the total number of participant products/patterns over the range for which the Licensee previously paid.

9.3. On an annual basis (by January 15), all certifying and private label participants must submit the renewal fee and submit an updated Certification or Verification form. If a participant does not submit the required form or pay the applicable renewal fee by January 15, the License terminates, the certification mark may not be used on products/patterns and CFFA will remove the products/patterns from the CFFA Performance Products website.

9.4. If a product/pattern is discontinued during a calendar year, participant must notify the CFFA office within 10 days. A discontinued product/pattern will be removed from the CFFA Performance Products website.

9.5. The CFFA office will update the CFFA Performance Products Website with new products/patterns on a monthly basis and annually after receipt of a Licensee's renewal fees.

FREQUENTLY ASKED QUESTIONS

Question 1 – WHERE CAN I USE THE MARK?

Answer: A Licensee may use the Mark on: (1) the certified product/pattern itself; (2) certified product/pattern packaging, tags, labels and packaging inserts such as owner's manuals and product specification sheets; (3) certified product promotional materials (as long as such use is in compliance with these Guidelines); (4) certified product sample cards; and (5) on your website and social media pages specifically promoting a certified product/pattern (as long as such use is in compliance with these Guidelines).

Question 2 – CAN I USE THE MARK ON GENERAL COMPANY PROMOTIONAL MATERIALS?

Answer: No. Use of the Mark is specific to certified product/pattern. Use of the mark on general company promotional materials may be misinterpreted by the public to mean that all of the company's products/patterns are certified by CFFA, when this may not be the case.

Question 3 – CAN I USE THE MARK ON CERTIFIED PRODUCT PROMOTIONAL MATERIALS?

Answer: Yes, with the appropriate license agreement. The Mark must appear in the document in close proximity to the certified product's/pattern's name, logo, or product/pattern image, or product/pattern description. In connection with selling products/patterns certified by a Licensee, or furniture incorporating such products/patterns, a furniture manufacturer does not need a license to use sample cards or marketing materials that the certifying manufacturer or distributor supplied. A furniture manufacturer or distributor must sign a License Agreement and comply with the Guidelines in order to use the certification mark on its own materials, such as its website, social media, furniture, or advertisements.

Question 4 – CAN I USE THE MARK ON MY COMPANY WEBSITE OR SOCIAL MEDIA PAGE?

Answer: Yes, with the appropriate license agreement. The Mark must appear in close proximity to the certified product's/pattern's name, logo, or product/pattern image, or product/pattern description. The Mark cannot be used on your website or social media page in a manner that, in CFFA's sole discretion, could be misinterpreted to mean that products/patterns that have not met the certification criteria have been certified or that all of the company's products/patterns are certified by CFFA.

Question 5 – CAN I GROUP THE MARK WITH OTHER ORGANIZATIONS' CERTIFICATION LOGOS?

Answer: Licensees may do so, but only under the following criteria: (1) the Mark must stand alone and cannot appear connected to the other organizations' certification marks; and (2) the Mark cannot appear in proximity to other organizations' certification marks such that the Marks would be construed as a co-brand.

Question 6 – WHAT HAPPENS IF I DO NOT FOLLOW THESE GUIDELINES?

Answer: These Guidelines have been incorporated into the license agreement by reference. Failure to adhere to these Guidelines may constitute a breach of the license agreement. Breaches of the license agreement may result in the revocation of your license to use the Mark, or in some cases, legal action.

Question 7 – HOW CAN I CONFIRM THAT I AM COMPLYING WITH THE GUIDELINES?

Answer: You may contact CFFA with any questions at cffa@chemicalfabricsandfilm.com. Participants must comply with all procedures in these Guidelines. Certifying participants and private-label licensees may be asked to submit lab results from an accredited lab (see Section 1) confirming products/patterns meet the CFFA-HC-201 Standard.

Question 8 – WHAT IF ONE OF MY PRODUCTS/PATTERNS IS CHALLENGED AS NOT MEETING THE CFFA-HC-201 STANDARD?

Answer: Please see Section 5 for the Challenge process.

Question 9 - IF I HAVE A LICENSE TO USE THE MARK TO SELL PRODUCTS/PATTERNS CERTIFIED BY SOMEONE ELSE, WHAT HAPPENS IF THEY LOSE THEIR LICENSE?

Answer: The right of any furniture manufacturer or distributor to use the mark in connection with a product/pattern certified by another program participant ends when that participant's license is terminated.