

# RECOMMENDED MINIMUM PERFORMANCE STANDARDS FOR VINYL SWIMMING POOL LINERS – IN-GROUND – POOL LINER STANDARD CERTIFICATION PROGRAM



#### **PROCEDURAL GUIDELINES**

January 2023

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 Vinyl Pool Liner Standard Certification Program. These Procedural Guidelines ("PG" or "Guidelines") 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 Swimming Pool Liners – In-Ground – CFFA-P-101 ("CFFA-P-101"\*).

Certification is open to all manufacturers of continuous web chemical coated film for vinyl pool liners, both members and non-members of CFFA. Product type/gauge and base film (color) certification by manufacturers must comply to the CFFA-P-101 through testing by an accredited laboratory.

The certification mark is the participant's public representation that specific product type/gauge and base film (color) has been certified to Recommended Minimum Performance Standards for Vinyl Swimming Pool Liners – In-Ground – CFFA-P-101G - December 2022 or any subsequent edition of the standard.

The CFFA license agreement is the basic contractual document 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 films which are used as in-ground swimming pool liners when tested in accordance with CFFA-P-101.

\*Refers to 101G or subsequent edition of the Recommended Minimum Performance Standards for Vinyl Swimming Pool Liners



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## Recommended Minimum Performance Standards for Vinyl Pool Liners (CFFA-P-101) Certification Program – Procedural Guidelines

#### **SECTION 1: Certifying a Product**

- 1.1. Open to all members and non-members of CFFA who manufacture of continuous web chemical coated films for pool liners.
- 1.2. A CFFA Member may use the certification mark for each product type/gauge and base film (color) for which the Member provides the completed self-certification form noting an accredited test lab<sup>1</sup> has confirmed the product(s) meets CFFA-P-101, 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 type/gauge and base film (color) for which the participant provides the completed self-certification form noting an accredited test lab has confirmed that the product(s) meets CFFA-P-101.
- <sup>1</sup> An 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 the VPL standard.

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

- 2.1. For any product for which a program participant signed the license agreement, and paid the applicable fees, a fabricator sponsor (See Section 7):
  - 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 fabricator's sale of the certified product incorporating that certified product type/gauge and base film (color);
  - 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, promotional items, or advertisements.
- 2.2. The right of any fabricator to use the mark in connection with a specific product type/gauge and base film (color) certified by another program participant ends when that participant's license is terminated.

#### **SECTION 3: Qualified Products**

- 3.1. The program covers vinyl films which are used as in-ground swimming pool liners when tested in accordance with CFFA-P-101.
- ${\it 3.2. Certification will be based on construction at the product type/gauge and base film (color) level.}$ 
  - 3.2.a. A product type/gauge (mil) is defined as minimum of 20 mil. Base film is defined as the color.
  - 3.2.b. If a participant changes the performance characteristics, the participant may not use the certification mark for the changed product unless and until the participant notifies CFFA in



writing and resubmits appropriate documentation that the changed product meets the standard. **Note**: Refer to CFFA-P-101 – Taber Test Method. If topcoat & grammage [g/m2] are the same for each color and product type/gauge, the abrasion/taber performance is considered to be equal; requiring for only 1 print pattern to be tested for each color and product type/gauge. If other print patterns fail the test, the certification can still be challenged.

- 3.3. Each certifying participant must complete a CFFA self-certification form that identifies the product(s) that comply with CFFA-P-101, in addition to information on the accredited lab used for testing.
- 3.4. Only products for which participants have supplied appropriate documentation may be marketed or sold as "certified" under CFFA-P-101.
- 3.5. All products which are certified under CFFA-P-101 will be listed on the CFFA Performance Products/Vinyl Pool Liner Website. When submitting the certification form, participants must provide the product name of each certified product to be listed on the website.

#### **SECTION 4: Evaluation and Challenge Process**

- 4.1. Once a proposed participant submits all required materials, CFFA reviews all submissions for certification (and licensing) prior to providing the certification mark for use.
- 4.2. CFFA may request a test lab report on certified products on a random basis from certifying participants.
- 4.3. A participant can be challenged on certified products. If challenged, the participant must provide the accredited lab test<sup>+</sup> for the specific product(s) being challenged which demonstrates the product(s) meets the certification, or alternatively, if the participant cannot produce an accredited lab test, submit the challenged product(s) for testing as provided for below. If a lab test is not available and: (i) the participant does not submit the challenged product(s) for testing; or (ii) the participant does submit the challenged product(s) for testing and it is determined that the product(s) do not meet the CFFA-P-101 standard, 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 and that they cannot rely upon the certification mark on the goods purchased. Participant does not receive a refund on fees and product listing is removed from the CFFA Performance Products/Vinyl Pool Liner website.
  - 4.3.a. If participant does not produce a lab test as required, and participant claims the product(s) does meet the standard, the product(s) must be sent to an independent accredited lab for testing. The challenger, remaining anonymous, pays the fee to test challenged product(s) on specific test methods recommended by CFFA.
  - 4.3.b. If product does not meet the CFFA-P-101 standard, the license agreement is terminated for those specific products, the challenged participant may no longer use the certification mark for any purpose for those products and must advise its customers to remove the certification mark from those products, and that they cannot rely upon the certification mark on the goods purchased.
  - 4.3.c. If product does not meet the CFFA-P-101 standard, the participant who was challenged must reimburse the challenger for testing costs. If product does not meet the standard, participant does not receive a refund on licensing fees and product listing(s) will be removed from the CFFA website. If product(s) meet the standard, participant may continue to use the certification mark.



- 4.3.d. If the product does meet the standard, the license agreement remains, the challenged participant may continue using the certification mark, and the challenger is not reimbursed for testing costs.
- 4.4 A participant may only be challenged once during a calendar year if a challenged product(s) passes all tests.
- 4.5. CFFA will act as the intermediary on any challenges, but all costs would be incurred as noted above.

<sup>†</sup>Participant must provide lab test report dated within last 36 months for the specific product(s) being challenged, unless there have been product changes since certification.

#### **SECTION 5: Transferability of License**

- 5.1. A participant that has certified products may assign its license to the buyer of all of its stock or assets (sale of business/division) with CFFA's prior written consent.
- 5.2. The transferee of a license may use the certification mark for any product previously certified by the transferor that:
  - 5.2.a. Has been manufactured by or for the transferor as of the time of transfer, if: 5.2.a.i. The transferee provides appropriate documentation to CFFA that the products for which it intends to use the certification mark will not be modified or converted; and 5.2.a.ii. The transferee informs CFFA in writing of any intended change to the product name.
  - 5.2.b. Is manufactured by or for the transferee after the time of transfer that:5.2.b.i. Is identical in performance characteristics previously certified by the transferor;
    - 5.2.b.ii. Is produced without any change in the manufacturing process and name has not been changed.

#### **SECTION 6: Certification Mark Usage Guidelines**

6.1. Purpose. The purpose of these PGs is to provide an illustration and further explanation of the terms, conditions and restrictions regarding use of the CFFA-P-101 certification mark ("Mark") as set forth in the CFFA-P-101 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-P-101 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 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.



#### 6.2. Terms That Apply To the Mark

#### 6.2.a. Who May Use the Mark

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

#### 6.2.b. Always Display Marks with Appropriate Legends

Whenever displayed, the Mark must be displayed with the appropriate  $^{\mathbb{R}}$  or  $^{\mathsf{TM}}$  imprint as required.

#### 6.2.c. Permitted and Non-Permitted Uses

Users may use the Mark on: (1) the certified product itself; (2) certified product fabricator and manufacturer's promotional material, product packaging labels, and product specification/technical data sheets (as long as such use is in compliance with these Guidelines); (3) certified product promotional materials (as long as such use is in compliance with these Guidelines); (4) certified product sample cards; and (5) on website and social media pages specifically promoting a certified product (as long as such use is in compliance with these Guidelines) to indicate product certification as discussed further in the Frequently Asked Questions section below. Users may not use the Mark on any uncertified products or product packaging for uncertified products. 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.

#### 6.2.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.

#### 6.2.e. Termination/Suspension of Certification

Should a 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, 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 to remove the certification mark from products and that they may not rely upon the certification mark on the goods purchased.

#### 6.3. Rules for Reproducing the Mark

#### 6.3.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.

#### 6.3.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®

CMYK: 96, 60, 18, 7 CMYK: 64, 40, 12, 4.67 RGB: 0, 96, 147 RGB: 98 132, 173 HEX: #006093 HEX: #6284ad Pantone: 7690C Pantone: 652C

CMYK: 47.06, 1.57, 0, 0 CMYK: 71.37, 34.9, 6.27, 1.18

RGB: 121 206, 244 RGB: 72, 139, 190 HEX: #79cef4 HEX: # 488bbe Pantone: 636C Pantone: 7688C

#### **SECTION 7: 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: Vinyl Film Manufacturers: New CFFA Members<sup>+</sup>

\$2,500 per product \$1,000 per product

#### **Sponsorship Program/Fees:**

Fabricator Sponsorship: In-ground vinyl pool liner fabricators (utilizes certified pool liner).

**Fabricator Sponsorship Benefits:** A fabricator sponsor, after signing the licensing agreement and paying applicable fees, may use the CFFA Pool Certification Mark on previously certified products and have a voice in the CFFA marketing program to promote vinyl in-ground pool liners. A sponsor may not certify products.

**Fees Paid Annually:** Fees are calculated by the number of in-ground liners a fabricator manufactures and sells annually (based on previous year's numbers)

Less than 5,000 liners \$2,500 annually 5,000 liners to 15,000 liners \$5,000 annually Over 15,000 liners \$10,000 annually

**Distributor Sponsorship:** Primarily in the business of reselling certified vinyl pool liners.

**Distributor Sponsorship Benefits:** A distributor sponsor may promote the Certification Mark on previously certified products, and which carry the mark from Fabricator products. Also, provides the opportunity to have a voice in the CFFA marketing program to promote vinyl in-ground pool liners. A sponsor may not certify products.

Fees Paid Annually: \$10,000 annually for each distributor



#### **Renewal Fees**

On an annual basis, all participants (manufacturers of continuous web chemical coated films for pool liners) who have certified product(s) must pay a renewal fee of:

\$7,500 (non-CFFA members) \$2,500 (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 8: Procedures**

- 8.1. 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 products and fill out any necessary form.
- 8.2. A participant may add a licensed product 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 over the range for which the Licensee previously paid.
- 8.3. On an annual basis (by January 15), all 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 and CFFA will remove the products from the CFFA Performance Products/Vinyl Pool Liner website.
- 8.4. If a product is discontinued during a calendar year, participant must notify the CFFA office within 10 days. A discontinued product will be removed from the CFFA Performance Products/Vinyl Pool Liner website.
- 8.5. The CFFA office will update the CFFA Performance Products/Vinyl Pool Liner Website with new products 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 itself; (2) certified product 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 (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. Use of the mark on general company promotional materials may be misinterpreted by the public to mean that all of the company's products 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 name, logo, or product image, or product description. A fabricator 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, 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 name, logo, or product image, or product 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 that have not met the certification criteria have been certified or that all of the company's products 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 licensees may be asked to submit lab results from an accredited lab confirming products meet the CFFA-P-101 Standard.

## Question 8 – WHAT IF ONE OF MY PRODUCTS IS CHALLENGED AS NOT MEETING THE CFFA-P-101 STANDARD?

Answer: Please see Section 4 for the Challenge process.