1 Purpose

1.1 These rules set forth procedures governing DrJ Engineering, LLC (DrJ), issuance and maintenance of Technical Evaluation Reports (TER) and/or Listings.

1.2 DrJ reports assist those enforcing model codes in determining whether a given subject complies with those codes. A TER and/or Listing is not to be construed as representing a judgment about aesthetics or any other attributes not specifically addressed in the report, nor as an endorsement or recommendation for use of the subject of the report.

1.3 DrJ reports are compliant with the following rules and regulations as they relate to the code compliance and approval process:

> **2024 International Building Code (IBC) Section 104.2.3.6 Reports**
>
> Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 104.2.3.6.1 and 104.2.3.6.2.
>
> **104.2.3.6.1 Evaluation Reports:** Evaluation reports shall be issued by an approved agency and use of the evaluation report shall require approval by the building official for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the building official's recognition of the approved agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the building official.
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> **104.2.3.6.2 Other Reports:** Reports not complying with Section 104.2.3.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or specialty organization acceptable to the building official. The building official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

1.4 Approved source is defined as follows:

> **APPROVED SOURCE** (IBC). An independent person, firm or corporation, approved by the building official, who is competent and experienced in the application of engineering principles to materials, methods or systems analyses.

1.4.1 An approved source is defined in the building code as follows:

> **REGISTERED DESIGN PROFESSIONAL (RDP)** (IBC). An individual who is registered or licensed to practice their respective design profession as defined by the statutory requirements of the professional registration laws of the state or jurisdiction in which the project is to be constructed.

1.4.1.1 Approval of an RDP means that the individual is certified as an RDP by the relevant state licensing board for design professionals.

1.5 The International Code Council (ICC) CP#28-05 – Code Development states the following key concepts in the context of reference standards, which are then generally applicable inside any code development and compliance approval process:

1.5.1 All terms shall be defined when they deviate from an ordinarily accepted meaning or a dictionary definition.

1.5.2 The standard shall not have the effect of requiring proprietary materials.

1.5.3 The standard shall not prescribe a proprietary agency for quality control or testing.

1.5.4 The building code shall not have the effect of requiring proprietary materials.

1.5.5 The building code shall not prescribe a proprietary agency for code compliance of any type including but not limited to ISO/IEC 17025 (testing), 17020 (quality assurance) and 17065 (certification of any material, design or method of construction).

1.5.6 All relevant professional engineering laws, which can be found at this website listing.

2 Definitions

2.1 See QP 1, Section 3

3 Basis of Evaluation

3.1 Evaluation of data is based on one or more of the published editions of the legally adopted model building codes, state building codes, or consensus based referenced standards (i.e., ASTM and ANSI consensus procedures) as appropriate for the evaluation under consideration.

3.2 Additionally, evaluation of data will be based on applicable accepted engineering practice, procedures, experience, and judgment, which is the approach referenced in all adopted building codes in the context of state law regulating Registered Design Professionals.

3.3 The codes and standards for which compliance is approved are identified in Section 4 of the report.

4 Applications

4.1 Applications for new reports shall be communicated via completion of form QF 34. Revisions to existing reports shall/may be communicated in writing via email or noted in documentation of conversations with clients. Applications shall be accompanied by one complete set of plans, details, calculations, and other supporting data, which fully describe the subject of the application and substantiate its performance as being in compliance with the applicable model codes and/or standards. The data shall also include details of the applicant's quality control program in sufficient detail to verify that the manufacturer's quality system ensures the manufactured product will not change from the product described in the original qualifying data.

4.2 An application may be filed only by the entity having rights to the materials, products, or methods of construction on which a report is sought. The applicant must have legal rights to all evidence and data.

4.3 Under all commercial, Federal Trade Commission, and professional engineering laws, rights to the materials, products, or methods of construction are considered Intellectual Property (IP), which is a protected right. DrJ is obligated to protect those rights under relevant federal and state laws.

4.4 An application for a new report is considered valid for the life of the report.

4.5 Reports may be revised when requested by the report holder, when revision is required by the applicable certification scheme(s), or when otherwise determine to be necessary by DrJ. When a revision is required due to a change in the certification scheme requirements or test methods, DrJ will notify the report holder of such changes. The report holder will have the option of complying with the new requirements or suspending the report.

4.6 Where products to be covered in a report include a proprietary component (a specific material that is manufactured by a party, other than the DrJ report applicant, that is referenced by name in the report; or a material that forms part of a fabricated assembly produced by the report applicant), rights to use the applicable data are required. In some cases, the manufacturer of the proprietary component may be required to obtain or submit pertinent and confidential data to DrJ before DrJ will issue a report that names the proprietary component.

4.7 Any manufacturer or distributor other than the applicant that is to be listed in the report may be included as an additional listee upon submission of QF 34. The applicant shall furnish DrJ with the name and address of each listee and shall notify DrJ when to add or delete a listee. Data must be submitted to verify the acceptability of each listee. Where manufacturing of the report holder's product occurs on the premises of the additional listee, surveillance of the additional listee's quality control process as defined in the report holder's established quality control procedures is required.

4.8 The report holder may authorize the issuing of a separate report under the name of a distributor (also known as a private label applicant). A separate report application, QF 35, prepared by the private label applicant, shall be submitted. The private label report shall be inextricably linked to the master report holder's report (also referred to as the master report). Any relevant information in the master report, whether in conjunction with first issuance of the report or in subsequent revisions, shall be included in the private label report. The private label report shall have the same renewal date as the master report. An application for revision of the private label report shall be made when revisions relevant to the private label report are made to the master report.

4.9 Applications for new reports that are held for more than 30 days without receipt of supporting documentation may be closed out, unless such term is extended by DrJ Management or their designated representative.

5 Data to be Submitted in Support of Reports

5.1 Requests for new reports and for revisions to existing reports shall be submitted with information as noted in **Section 4** of these rules. Where data consists of testing, calculations, plans, and specifications developed through the practice of architecture or engineering, the documents containing such data shall be sealed and signed by a registered design professional.

5.2 Where data consists of reports of laboratory tests, such tests shall be performed at the expense of the applicant by an independent testing laboratory. Testing laboratories shall comply with ISO/IEC Standard 17025. Testing laboratories must be accredited by ANSI National Accreditation Board (ANAB) or by another accreditation body that is a signatory to the ILAC Mutual Recognition Arrangement (ILAC MRA). The scope of the laboratory's accreditation shall include the type of testing that is to be reported to DrJ.

5.3 Reports from non-accredited laboratories may be accepted by DrJ for the processing of a specific report upon submission of evidence (including evidence from an on-site assessment conducted by an authorized representative) that the laboratory is an independent, qualified laboratory conforming to ISO/IEC Standard 17025 for the work in question.

5.4 At times, DrJ may rely on evaluation reports from accredited ISO/IEC 17065 certification bodies, other than DrJ, either submitted to DrJ by its clients, or obtained through publically available sources, to carry out its analysis and certification procedures. Where these reports are used as the basis for provisions within the TER and/or Listing, the TER and/or Listing shall remain valid only while the underlying report is valid, unless additional information is provided to substantiate the development of relevant provisions. While DrJ routinely confirms the on-going validity of the reports, it is ultimately the client's responsibility to inform DrJ of any change in the status of such report.

5.5 In addition to the data noted in **Section 4.1**, applications for recognition of prefabricated building components must be supported by plans and specifications that include all facets of the construction, differentiating between field-installed and factory-installed items. The data must include, when applicable, detailed plans on wiring, plumbing, and mechanical systems, including equipment lists as well as schematics.

5.6 Applicants shall submit detailed quality documentation, meeting DrJ requirements, for the material, design, product, or building system, and any relevant manufacturing operation. Revisions to the quality documentation must be submitted to and be approved by DrJ, in conjunction with changes to the report content.

5.7 Third party in-plant quality assurance inspections are generally required on a semi-annual basis. The frequency of inspections may be more or less depending on the product type. Where required, factory inspections shall be performed by a third-party agency accredited by ANSI National Accreditation Board (ANAB) or by another accreditation body that is a signatory to the ILAC Mutual Recognition Arrangement (ILAC MRA) complying with ISO/IEC Standard 17020. Costs associated with inspections shall be borne by the applicant.

5.7.1 Additionally, RDPs may be utilized to conduct these inspections.

5.8 DrJ may require the applicant to conduct further tests and/or provide additional information considered relevant to the evaluation.

5.9 Additional listings necessitate submission of information, the same as set forth above, as applicable to the report holder.

5.10 Based on the data submitted, DrJ preforms its evaluation based on applicable building codes and standards. DrJ reviews the codes and standards to ascertain the requirements for a given product.

5.10.1 If the product is not addressed in the code, model code IBC Section 104.2.3 applies where the following approval language applies:

> The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been approved.

6 Issuance of a TER and/or Listing

6.1 DrJ will review the data submitted; establish a scope of work; request any additional information necessary to evaluate the product in accordance with the scope of work; prepare a draft report; secure applicant review; and prepare a final report for approval by the applicant and DrJ, provided DrJ requirements, as communicated in staff correspondence, have been met.

6.2 The applicant will be notified when the report is made available to the public through the DrJ website. See **Section 15** of these rules for permitted uses of DrJ reports.

7 Fees

7.1 General

7.1.1 DrJ report fees are nonrefundable, unless DrJ Management or their designated representative authorizes a refund. Each item covered in the report, as determined by DrJ, has a fee as set forth in the fee schedule. All fees shall be paid in U.S. funds drawn from a U.S. bank.

7.1.2 Where products that are covered by a report are distributed or manufactured by other companies and the products are labeled with the report number or otherwise represented as covered by the report, such other companies' names shall appear on the report as additional listees, and a fee will be charged for each listee as set forth in the fee schedule.

7.1.3 Where products to be covered in a report include proprietary components, item and listee fees, per the DrJ fee schedule, may be applicable. In some cases, at the discretion of DrJ, the manufacturer of the proprietary component may be required to obtain a TER and/or Listing before DrJ can issue a TER and/or Listing that names the proprietary component in its text.

7.1.4 When an applicant submits test reports from a non-accredited laboratory, fees for reviewing the qualifications and independence of the laboratory (including the costs of an onsite assessment from an authorized DrJ representative) shall be applicable.

7.1.5 The fees for private label reports shall be as set forth in the fee schedule.

7.2 New Report Application

7.2.1 Each new report application shall be assessed the fee set forth in the most recent DrJ fee schedule as provided in the accepted report proposal. Upon completion of the evaluation, the applicant will be invoiced for costs incurred in accordance with the agreement.

7.2.2 The new report shall be valid for one year following the first day of the ensuing quarter after issuance.

7.3 Renewing Reports

7.3.1 Each year a fee, as set forth in the fee schedule, will be assessed to extend the recognition of the report for one year.

7.3.2 Notice will be sent to the report holder a minimum of 60 days in advance of the renewal date.

7.3.3 Payment for the renewal shall be made prior to DrJ's evaluation for re-issuing the report.

7.4 Revising Reports

7.4.1 The report holder may request revision of a report at any time after it is issued by notifying DrJ of the request.

7.4.2 The fee for such revisions is based on the extent of the revision and is assessed in accordance with the fee schedule.

7.4.3 When the report must be revised to comply with a newer edition of the codes, the standard hourly rate will apply as set forth in the fee schedule.

8 Notification to DrJ and Required Changes to Reports

8.1 Report holders must notify DrJ prior to modifying products covered by reports (e.g., modifications might include significant changes in the formulation, manufacturing process, or quality control program), or when a significant change occurs regarding the report holder (such as a company name change, change of address, change of ownership, change in legal status, or addition/deletion of a listee).

8.2 When there are changes affecting the product or the report holder, and when deemed necessary by DrJ, the report holder must discontinue use of the report, with reference to the product in question, until the report holder has applied for and secured a report revision.

8.3 When there is a change in the conditions under which a report was originally issued (e.g., a change in code requirements, consensus standard and/or DrJ rules or policy) that affects the report, the report holder will be notified.

9 Product Identification

9.1 Products shall be identified as specified in the applicable report. At a minimum, the method of identification shall include the report holder name, the product name (if applicable), and the report number (TER XXXX-XXX or LST XXXX-XXX).

9.2 The report may require additional identification provisions when required by the code. In no case shall the report number be the only method of identification.

9.3 The DrJ mark and/or the report number shall be applied only to materials or products that comply with the scope of the current report. See QP 11 Rules Regarding Use of the DrJ Certification Mark for further information.

10 Inspections of Manufacturers and Expense Reimbursement

10.1 As a condition of a report, the applicant grants DrJ staff or authorized representatives of DrJ, such as ANAB accredited third-party inspection agencies, the right to conduct inspections of the manufacturing facility to verify compliance with the evaluation report and applicable DrJ Rules of Procedure.

10.2 When required, in accordance with the scope of the report, reports will be issued only after a qualifying inspection at the facilities designated to manufacture products under the report has been conducted.

10.3 The purpose of the inspection is to determine whether the manufacturer's quality system has been successfully implemented, and provides assurance that, after the report is issued, the manufactured product will not change from the product described and recognized in the report.

10.4 In addition to the qualifying inspection, ongoing follow-up or annual inspections are required. The inspections are intended to verify the effectiveness of the quality system and continued compliance with the report. All inspections are performed by ANAB certified third-party inspection agencies or other agencies approved by DrJ to conduct such inspections. See QF 3.1 Approved Third-Party Inspection Agencies for DrJ approved agencies.

10.5 When a DrJ representative or third-party inspection agency is required to witness tests, conduct field investigations, or investigate complaints related to a report, all relevant travel expenses and time shall be reimbursed by the applicant.

11 Termination or Modification with Right to a Hearing

11.1 Any report, and the authorization to use the DrJ report number and DrJ mark, may be terminated or modified for cause. *"Cause"* shall include:

11.1.1 Repeated failure of the material, method of construction, or equipment to conform to the specifications upon which the report was based.

11.1.2 Repeated failure of the material, method of construction or equipment to perform properly, although meeting the specifications upon which the report was originally based.

11.1.3 Failure to comply with any condition to the issuance of the report.

11.1.4 Any misstatement, whether intentionally or unintentionally made, in the application or in any data submitted in support thereof.

11.1.5 Failure to comply with any provision of the application form; failure to pass any test required by DrJ.

11.1.6 Any other grounds considered as adequate cause in the judgment of DrJ.

11.2 Before DrJ terminates or modifies any report, the report holder shall be given reasonable notice and an opportunity to cure or, if not able to cure, to file an appeal pursuant to the QP 7.13 Complaints and Appeals.

12 Revocation/Withdrawal/Suspension without Right to a Hearing

12.1 A report may be withdrawn upon DrJ's receiving a written request to do so from the report holder. A file for a new report may be closed upon receipt of a written request from the applicant.

12.2 Notwithstanding, anything in these rules to the contrary, any report, or additional listing, may be suspended for a period not to exceed 90 days, revoked, or canceled by DrJ Management or their designated representative, without notice or a hearing, for any of the following reasons:

12.2.1 Required fees having not been received by DrJ within 30 days from the date of mailing by DrJ of a written demand for payment.

12.2.2 Failure of the report holder or listee to maintain a required and current quality control program.

12.2.3 Failure of the report holder to perform any test, or furnish any material or data required by DrJ within the specified time limit, unless extended by the DrJ President or his designated representative.

12.2.4 Receipt of information that the product has been modified in violation of **Section 8** of these rules.

12.2.5 Denial of DrJ or third-party inspection agency representatives access to manufacturing facilities for purposes of inspecting and evaluating quality control procedures

12.2.6 Failure to provide quality inspection data or reports as required by the certification

12.2.7 Failure to comply with any rule for maintaining reports as adopted or amended from time to time by DrJ

12.3 Notwithstanding, anything in these rules to the contrary, any report or additional listing, may be suspended without notice or a hearing for the following reason: failure of the product, material, method of construction or equipment to perform properly or conform to the specifications upon which the report was based, either condition presenting a threat to public safety or property.

13 Certification, Suspension, Withdrawal, and Termination Guidelines

13.1 Report Certification

13.1.1 Upon qualifying for certification, the client will receive a report.

13.1.2 The report will list the product evaluated, the applicable codes and standards, the scope of the evaluation, substantiating data and findings.

13.1.3 The client must supply DrJ with its quality assurance records on a periodic basis for review. Frequency will be determined with the client and stated in the client's Quality Control Manual and/or the inspection contract.

13.1.4 The report will state specific product(s) authorized to use the mark or certificate, and the guidelines that must be met to continue to use the mark or certificate.

13.1.5 DrJ reserves the right to remove or demand removal of the mark from non-complying products.

13.1.6 The report will be reexamined every year to confirm that it reflects the correct version of the applicable codes and standards.

13.1.7 If it is determined that the product no longer meets the applicable codes and standards, DrJ will notify the client:

13.1.7.1 Within 30 days of receiving notification of noncompliance, the client must provide DrJ with an action plan to correct the items of noncompliance.

13.1.7.2 Within three (3) months, the client must provide evidence or conduct new testing to demonstrate that the product is in compliance.

13.1.7.3 If the new data shows that the product is in compliance, the product will be deemed to be in compliance.

13.1.8 If the product is found to be in noncompliance, DrJ will notify the company in writing that use of the mark or certificate has been suspended.

13.1.8.1 After three (3) months, with no concerted effort to bring the product into compliance, the report will be terminated.

13.2 Report Suspension, Withdrawal, or Termination

13.2.1 In the event the use of a mark or certificate is suspended, DrJ will notify the company in writing that it currently does not have the right to use the mark or certificate until the product is found to be in compliance.

13.2.2 In the event the use of a mark or certificate is terminated, DrJ will notify the company in writing that any equipment, tools, dies, lasers, digital printing, etc., used to apply the mark must be destroyed.

13.2.3 In the event that the client fails to discontinue use of the mark, DrJ reserves the right to pursue legal action to protect the mark and to enforce the certification contract.

14 Proprietary Data

14.1 Data in any report or report application is considered proprietary. Please also see **Section 4.3** and relevant Federal Trade Commission regulations and professional engineering law.

14.2 The data is only disclosed externally by DrJ upon written consent of the applicant or, with notice to the applicant, pursuant to a subpoena issued by an order of the court or other governmental agency of competent jurisdiction.

14.3 Proprietary data may also be disclosed:

14.3.1 Internally to a staff member of DrJ or an authorized representative of DrJ having a legitimate interest therein.

14.3.2 Any applicant authorized representative of a 17025 testing agency.

14.3.3 Any organization that initially prepared substantiating data.

14.3.4 An applicant or DrJ authorized representative having a legitimate interest therein.

14.4 Periodically, DrJ records and files are audited by national and international bodies on a random basis, to establish conformance with international accreditation and conformity assessment standards. It is understood that, by executing a report application, report holders grant DrJ the authority to allow such access.

15 Permitted Use of Reports and the DrJ Name, Mark and Report Number

15.1 Report holders must comply with these Rules of Procedure and QP 11 Rules Regarding Use of the DrJ Certification Mark in their use of the DrJ name and mark, their DrJ report number, the report itself, and any communications associated with the report.

15.2 If it is determined that identification is being applied to materials or products that do not comply with the current report, applied before authorization, or applied after a report has been closed, DrJ will immediately disseminate a notice of violation of the DrJ Rules of Procedure and take any actions necessary to secure compliance.

15.3 No listee shall use the DrJ report number until authorized by DrJ.

15.4 The current report, as available on the DrJ website, may be reproduced in its entirety by the report holder in the report holder's literature, advertising, or promotional materials.

15.4.1 No reference to DrJ, the report or the DrJ mark shall be included with such reproduction in a manner that could be misleading.

15.4.2 A live or printed website link or website reference shall always be provided in the report holder's literature, advertising or promotional materials, which is linked to the most current version of the report.

15.4.3 In lieu of reproducing the entire report in literature, advertising or promotional materials, the report holder may use references and statements such as, *"See Report Number XXXX-XXX* (insert current number) *on the DrJ website".*

15.5 It is the report holder's responsibility to not misrepresent the report in any way, and to not use the report in such a manner as to bring DrJ into disrepute, and to secure DrJ approval in advance whenever there is a question about the use of the DrJ name and/or report.

15.5.1 Report holders are expressly prohibited from using the DrJ name, mark or report number to claim or imply product recognition beyond the recognition specified in the report.

15.5.2 Report holders are expressly prohibited from using in advertising, promotional, and informational materials, any language that would likely mislead the public about their reports or do not provide a website link or reference to the latest version of the report.

15.5.3 DrJ reserves to itself the right to interpret what would constitute misleading language.

15.6 The following provisions govern the use of the DrJ mark on products and in advertising, promotional, and informational materials:

15.6.1 Use of the DrJ mark is prohibited in any manner and in any media without authorization from DrJ.

15.6.2 Use of or reference to any report after cancellation is prohibited.

15.6.3 The DrJ mark may be used only on, or in connection with, products, components, methods, materials and designs that are covered in currently valid reports.

15.6.3.1 Use of the mark is not a replacement or substitute for product identification provisions in the relevant report.

15.6.3.2 Under no circumstances may the mark be used to imply DrJ approval of aesthetics or any other attributes not specifically addressed in the report.

15.6.4 Use of the DrJ mark must include the relevant report number.

15.6.5 The mark may not be altered in any way, although it may be enlarged or reduced. Black and green are the basic colors of the mark.

15.6.5.1 Other colors may be used only when authorized in writing by DrJ.

15.6.6 It is the responsibility of the mark user to not misrepresent in any way the status, conditions, or terms of the relevant report.

15.6.7 It is the user's responsibility to secure DrJ approval in advance whenever there is a question about how the DrJ mark and/or name is to be used.

15.7 The above does not excuse compliance with any DrJ requirement as a condition of securing or maintaining a report requiring identification, reference to standards or inspection, or other information to be affixed to or labeled upon products.

15.8 Violation of these rules regarding the use of the DrJ name and mark, reports and report numbers, as determined by DrJ, must cease immediately upon notification of the violator by DrJ.

15.9 Failure to respond to the notification may lead to suspension or revocation of the report under these rules.

15.10 DrJ also reserves the right to note violations in the public notices and publications of DrJ and on the DrJ website.

16 Appeals

16.1 For details on appeals, see QP 7.13 Complaints and Appeals.

17 Funding

17.1 The DrJ product certification program is wholly funded by report holders through their payment for services offered by DrJ Engineering. This includes, but is not limited to payment for the development of Technical Evaluation Reports and/or Listings, revisions to these reports and the annual renewal of the certifications.