

Thank you for applying for WERC[®] Certified WarehouseSM Certification program. In addition to reviewing and completing this application, you will also need to...

- A. review the WERC[®] Certified WarehouseSM Certification Program Guidelines and
- B. complete the WERC[®] Certified WarehouseSM Certification License Agreement

Please contact the WERC office at 630-990-0001 if you have any questions about completing the application.

Applicant Contact Information

Name: _____

Title: _____

Company/Organization: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Type of Business

- Distributor
- Manufacturing Firm
- Retailer/E-tailer/Director Mktg/Cataloger
- 3PL/Logistics Provider (public/contract)
- Wholesaler

Industry / Product Specialty (*Please check all that apply*)

- Appliances
- Automotive & transport equipment merchandise (including parts & aftermarket)
- Building materials/lumber products
- Chemicals & plastics
- Clothing & textiles
- Computer hardware/peripheral equipment
- Construction, farm & garden equipment
- Department store/general
- Electronics & related instruments
- Food & beverage
- Furniture
- Hardware
- Machine tools & machinery
- Metal products (fabricated)
- Mining & materials
- Office equipment & supplies (excluding paper)
- Paper & related products
- Petroleum & petrochemicals
- Pharmaceuticals, drug & toiletries

Terms and Conditions

This Application is subject to the following terms and conditions:

- a. Applicant has received and reviewed a copy of the WERC Warehousing & Fulfillment Process Benchmark & Best Practices Guide ("Guide") and understands that its warehouse will be evaluated based on the best practices outlined in the Guide;
- b. Applicant has submitted the Facility Audit Fee with this application and acknowledges that such fee is non-refundable;
- c. Applicant has received and reviewed the **WERC[®] Certified WarehouseSM Certification Program Guidelines** ("Guidelines") and consents to and shall comply with the policies and procedures set forth in such Guidelines;
- d. Applicant has received and signed a copy of the **WERC[®] Certified WarehouseSM Certification License Agreement**. Applicant acknowledges that it may not begin using the WERC[®] Certified WarehouseSM mark until after it has been notified that its warehouse has met the certification program requirements and it receives a copy of the License Agreement countersigned by WERC; and
- e. Applicant waives any claims against WERC relating to the WERC[®] Certified WarehouseSM Certification Program and shall indemnify, defend and hold harmless WERC, its officers, directors, employees, and agents, and each of them, from any and all claims action, demands or liabilities or whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which WERC, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of Applicant, its officers, directors, employee, agents or contractors in connection with this application or the Certification Program. The terms of this provision shall survive the termination or expiration of this Agreement.

Audit Type

Certification *Conduct Facility Audit in Continental US.*
Facility Certification Fee: \$12,500

Payment

- Please send an invoice
- Check enclosed (*payable to WERC in USD/drawn on US Bank*) Check Number: _____
- Please process payment using the following credit card information

Certification Fee:	\$	
AMEX Surcharge (3%):	\$	
Total:	\$	
Credit Card Information:		
<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> American Express (a 3% surcharge will be added to total costs)
Credit Card Number: _____		
Exp. Date: _____	CVC: _____	
Billing Address: _____		
City/State/Zip: _____		
Cardholder Name: _____		
Signature: _____		

Accepted and Agreed:

Signed: _____ Printed Name: _____

Title: _____ Date: _____

Mail/Fax/Email...

1. The completed Application with payment/payment information (unless requesting an invoice).
2. The signed Licensing Agreement (*Applicant acknowledges that it may not begin using the WERC® Certified WarehouseSM mark until after it has been notified that its warehouse has met the certification program requirements and it receives a copy of the License Agreement countersigned by WERC.*)

WERC
 1100 Jorie Blvd, Ste 170
 Oak Brook, IL 60523
 Phone: 630-990-0001 / Fax: 630-990-0256 / Email: wercoffice@werc.org

Upon receipt of your Application and the Licensing Agreement, WERC will contact you to confirm receipt of the documentation and will assign an auditor to file. You will be contacted by the auditor to discuss scheduling options and gather specific data regarding the characteristics of your facility.

Please note, full payment must be received prior to scheduling the onsite audit.

Warehousing Education and Research Council

WERC[®] Certified WarehouseSM

Certification Program Guidelines

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1. **Forward**

- 1.1 These Guidelines are part of a third party Certification Program offered by the Warehousing Education and Research Council (“WERC”) for warehouses (“Certification Program”). These Guidelines constitute part of the agreement between warehouse owners (“Licensees”) and WERC (“the Program Sponsor”).
- 1.2 As part of this Certification Program, the participating warehouse, through its authorized agent, (“Licensee”) certifies that its warehouse meets the minimum best practices for each common type of processes as set forth in the WERC Warehousing & Fulfillment Process Benchmark & Best Practices Guide (“Guide”). The Licensee’s certification is validated by the Program Administrator through appropriate warehouse inspection and document review.

2. **Program Ownership**

- 2.1 WERC is the owner and sponsor of this Certification Program.
- 2.2 WERC may contract with individuals or organizations to perform services as outlined within these Guidelines and the Guide.
- 2.3 Members or non-members of WERC are permitted to participate in this Certification Program through Applications and License Agreements with WERC

3. **Referenced Documents**

- 3.1 Application
- 3.2 WERC Warehousing & Fulfillment Process Benchmark & Best Practices Guide
- 3.3 WERC License Agreement

4. **Definitions**

- 4.1 WERC[®] Certified WarehouseSM: Warehouse has achieved the WERC certification by meeting the requirements set forth in these Guidelines.
- 4.2 Auditor: Individual contracted with WERC to conduct an audit of applicant’s warehouse and processes for the purpose of this Certification Program.
- 4.3 Auditor’s Assessment Report: A document created by the Auditor following an audit which contain the audit results.

5. Operational Guidelines

- 5.1 Overview: The primary features of this Certification Program include the following:
- 5.1.1 The applying warehouse completes an Application and pays the corresponding Certification Program fee to WERC.
 - 5.1.2 An Auditor conducts an inspection of the warehouse and its processes using the Guide to score each process.
 - 5.1.3 WERC provides a copy of the completed Auditor's Assessment Report and conference call to review the report, to the applicant warehouse indicating whether the warehouse has met the criteria to be a WERC[®] Certified WarehouseSM.
 - 5.1.4 If certification is obtained, the applicant warehouse shall enter into a License Agreement with WERC concerning the Certification Program and use of the WERC[®] Certified WarehouseSM certification mark. At this point, the warehouse is considered a Licensee.
 - 5.1.5 If the certification is not obtained, the applicant warehouse may, within thirty (30) days of its receipt of such notice, send written notice of its objections to the Auditor's Assessment Report to WERC. The notice shall be reviewed by WERC'S Certification Program Committee. The Committee may either issue its agreement with the Auditor's Assessment Report or order a new audit to be completed at the applicant's expense at a reduced re-examination rate. Within thirty (30) days of the decision or additional audit, WERC shall notify the applicant as to its final determination of the review and whether certification has been obtained.
 - 5.1.6 Licensees must renew their certifications every three (3) years as set forth in the License Agreement and based on the requirements as may be in effect.
 - 5.1.7 Information and data received from the applying warehouse in connection with its application, inspection, and assessment process shall be used by WERC and its contractors only for purposes consistent with this Certification Program and shall not be disclosed to any other party without the prior consent of the applying warehouse.

6. Eligibility

- 6.1 Any warehouse as defined in these Guidelines is eligible to participate as long as it complies with the Program requirements, enters into Applications and License Agreements with WERC and pays the Certification Program Fee.

7. Licensing

- 7.1 To participate in this Certification Program, a warehouse, through its authorized agent, is required to sign a License Agreement with WERC whereby it agrees to abide by the Program requirements as set forth in these Guidelines and other referenced Program documents.
- 7.2 The License Agreement shall be in effect for three (3) years and shall be renewable provided that the Licensee continues to comply with the Program requirements, passes another inspection, and pays all applicable fees.
- 7.3 Failure to comply with the Program requirements shall constitute a breach of the License Agreement(s), and may result in decertification of a warehouse.

8. Revisions to Certification Program Requirements

- 8.1 WERC reserves the right to revise the Certification Program requirements including, but not limited to, the best practice for warehouse processes as outlined in the Guide. In the event of any such revision(s), WERC shall notify the Licensees and Licensees shall comply with such revisions at the time of the renewal of certification.
- 8.2 When a revision to the Certification Program requirements is published, a phase-in period shall be allowed to accommodate compliance with the revision. The phase-in period shall be determined by WERC.

9. Certification Program Directory

- 9.1 When a licensee is issued a certification of its warehouse, the warehouse will be noted as certified in WERC's records which can be verified upon request.

10. Program Oversight

- 10.1 WERC, through its Certification Program Committee shall have full responsibility for the maintenance and oversight of the Certification Program as described in Section 11.

11. Certification Program Committee's Duties and Responsibilities

- 11.1 Certification Program Oversight Committee Duties and Responsibilities:
 - 11.1.1 Formulate general policy to ensure the uniformity and equity of the Certification Program's administration on a continuing basis.
 - 11.1.2 Receive periodic reports from WERC about the status of the Certification Program and respond to requests for technical interpretation posed by the WERC.
 - 11.1.3 Review notices received from Licensees relative to the Program Guidelines or Auditor decisions.
 - 11.1.4 Recommend to the WERC to amend the Program Guidelines as it deems appropriate.

12. Licensee Duties and Responsibilities

- 12.1 The participating Licensee is a warehouse owner or authorized agent who certifies that its warehouse processes comply with these Program Guidelines. The Licensee shall have the following duties and responsibilities.
 - 12.1.1 Continuously maintain its warehouse processes so as to comply with these Program Guidelines.
 - 12.1.2 Enter into a License Agreement with WERC.
 - 12.1.3 Permit free access during normal working hours for the Auditor to inspect its warehouse and records for the purpose of validating this Certification Program.
 - 12.1.4 Pay all applicable fees.

13. Revocation of Certification Authorization

- 13.1 Revocation of certification shall be carried out by WERC in the event that a Licensee fails to respond satisfactorily to correct deficiencies within the specified time frame.
- 13.2 In the event of Notice of Revocation of Certification Authorization, WERC shall remove them from its directory of warehouses holding the WERC Certified WarehouseSM.
- 13.3 In the event of Notice of Revocation of Certification Authorization, the Licensee shall immediately discontinue any use of the mark WERC[®] Certified WarehouseSM certification mark including, but not limited to, on its literature and website, and all references to participation in the WERC Certification Program shall cease.
- 13.4 A new Notice of Certification Authorization may only be obtained by satisfying the requirements of the Certification Program as a new Licensee.

14. Communications

- 14.1 Unless otherwise specified, all matters concerning the Certification Program communications shall be with WERC.
- 14.2 All verbal communications must be confirmed in writing to be considered official.

15. Renewal

- 15.1 Certification will be renewed as long as the Licensee maintains compliance with the Program Guidelines, passes another audit and pays all applicable fees.
- 15.2 The Licensee may terminate participation in the Program at any time upon thirty (30) days written notice.

16. Questions Related to the WERC Certification Program

- 16.1 Questions about the WERC Certification Program or applicability of specific sections of the Certification Program should be made to WERC. If the Program documentation is not clear on the issue, WERC may refer the matter to the Certification Program Committee in writing for an interpretation which shall also be in writing.

17. Miscellaneous

- 17.1 Neither WERC nor its auditor shall make any public comments on the status of a particular warehouse except to note whether the warehouse appears in the Certification Program Directory. At no time shall comments be made concerning warehouse owners that chose not to participate in this Certification Program.
- 17.2 These Guidelines may only be modified by the Certification Program Committee subject to approval by the WERC Board of Directors.

WERC® CERTIFIED WAREHOUSESM LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into on _____, 20__ by and between the WAREHOUSING EDUCATION AND RESEARCH COUNCIL (“WERC” or “Licensor”), with a principal place of business at 1100 Jorie Boulevard, Suite 170, Oak Brook, IL 60523-4413 and

Company (“Licensee”): _____

Warehouse: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

RECITALS

Licensor is the owner of the WERC® CERTIFIED WAREHOUSESM certification mark shown in Exhibit A which is attached to and made a part of this Agreement. Licensor has developed a certification program in connection with the WERC® CERTIFIED WAREHOUSESM trademark as outlined in WERC® CERTIFIED WAREHOUSESM PROGRAM GUIDELINES which is attached to and made a part of this Agreement. Only those whose warehouses meet the criteria outlined in WERC® CERTIFIED WAREHOUSESM PROGRAM GUIDELINES are eligible to use the WERC® CERTIFIED WAREHOUSESM trademark.

Licensee, having successfully completed an audit and having met the other requirements outlined in Exhibit A which is attached to and made a part of this Agreement, has obtained the WERC® CERTIFIED WAREHOUSESM certification for its warehouse and desires to use the WERC® CERTIFIED WAREHOUSESM trademark in connection with its facility.

Licensor grants Licensee the right to use the WERC® CERTIFIED WAREHOUSESM subject to the terms of this Agreement.

IT IS AGREED:

1. License - Licensor grants Licensee the non-exclusive right to use the WERC® CERTIFIED WAREHOUSESM trademark in strict compliance with the WERC® CERTIFIED WAREHOUSESM PROGRAM GUIDELINES attached to and made a part of this Agreement. This license is non-transferable and non-assignable. Further, Licensee does not have the right to grant any sub-licenses for use of the WERC® CERTIFIED WAREHOUSESM trademark. Licensee grants Licensor a non-exclusive right to use Licensee’s name and logo in connection with the promotion of its status as a WERC® CERTIFIED WAREHOUSESM.

2. Royalty – In exchange for the right to use the WERC® CERTIFIED WAREHOUSESM trademark during the Term of this Agreement, Licensee agrees to pay the Certification Program Fee and remain in compliance with the program requirements outlined in WERC® CERTIFIED WAREHOUSESM PROGRAM GUIDELINES.

3. Term - The term of this Agreement shall be for a period of three (3) years from the date indicated on this Agreement. This Agreement may be renewed for additional three (3) year periods provided that Licensee meets the requirements outlined in WERC® CERTIFIED WAREHOUSESM PROGRAM GUIDELINES and pays the Certification Program Fee.

4. Termination – This Agreement may be terminated prior to its expiration date as follows:

(a) Should Licensee fail to use the WERC® CERTIFIED WAREHOUSESM trademark in compliance with the requirements outlined WERC® CERTIFIED WAREHOUSESM PROGRAM GUIDELINES or otherwise be in

breach of this Agreement and fail to correct such noncompliance or breach within thirty (30) days of receipt of written notice from Licensor;

(b) Should Licensee's products no longer meet the requirements outlined in WERC[®] CERTIFIED WAREHOUSESM PROGRAM GUIDELINES as determined by Licensor;

(c) If Licensor decides to discontinue the WERC[®] CERTIFIED WAREHOUSETM trademark; or

In the event of the suspension or termination of this Agreement, Licensee shall immediately cease using the WERC[®] CERTIFIED WAREHOUSETM trademark on all new product and product related materials in all forms and formats and shall surrender to WERC all replicas of the WERC[®] CERTIFIED WAREHOUSETM trademark then remaining in Licensee's possession.

5. Modifications to WERC[®] CERTIFIED WAREHOUSETM Trademark Requirements - Licensor reserves the right to change or modify the WERC[®] CERTIFIED WAREHOUSETM trademark requirements outlined in WERC[®] CERTIFIED WAREHOUSESM PROGRAM GUIDELINES at any time at its discretion and Licensee shall, upon notice from Licensor, comply with such modified requirements on all product materials in all forms and formats designed and/or produced and/or distributed after receipt of such notice.

6. Indemnification - Licensee shall indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents from and against all claims, demands, suits, actions, damages or expenses of any kind, including legal expenses and attorney's fees, resulting from, arising out of, or in any way connected with:

(a) Licensee's acts or omissions, whether or not such acts are allegedly performed or such failures to act are allegedly committed in accordance with the WERC[®] CERTIFIED WAREHOUSETM trademark requirements; or

(b) Any claims by any purchaser or other person that the products of Licensee identified by the WERC[®] CERTIFIED WAREHOUSETM trademark do not conform to the minimum requirements of the WERC[®] CERTIFIED WAREHOUSETM Label Requirements. Licensee shall not be liable to Licensor for any claims arising out of the acts or omissions of any other party licensed by Licensor to use the WERC[®] CERTIFIED WAREHOUSETM trademark.

The terms of this provision shall survive the termination or expiration of this Agreement.

7. Injunctive Relief - Licensee acknowledges that an uncured breach of this Agreement will result in immediate and irreparable damage to Licensor. Licensee acknowledges and admits that there is no adequate remedy at law for such breach, and Licensee agrees that in the event of a breach of this Agreement, Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper. Licensee agrees to pay Licensor's attorneys' fees and costs in connection with the Licensor's enforcement of this Agreement.

ACCEPTED AND AGREED:

WAREHOUSING EDUCATION AND RESEARCH COUNCIL

By: _____
Warehousing Education & Research Council

Date: _____

LICENSEE

Signature: _____

Date: _____

Print Name: _____

Exhibit A

