DRAFT 1

QPL INTEGRITY POLICY

Compliance requirements and procedures for QPL data accuracy, qualification claims, and the use of DLC logos and trademarks.

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Contents

1 Introduction

The DesignLights Consortium (DLC) is a nonprofit organization committed to accelerating the transition to energy efficient lighting and controls. Through rigorous qualification programs and stakeholder engagement, the DLC supports policies and programs that reduce energy use, carbon emissions, and light pollution, and that ultimately promote quality lighting and a more sustainable world.

The DLC's work is enabled by stakeholder collaboration, which includes manufacturers, efficiency program administrators, and users of the QPLs who support the continued evolution of high-performing, energy efficient, non-residential LED lighting solutions. Over the past 10 years, the LED revolution and manufacturer innovation have enabled energy efficiency programs to achieve over 1,000 terawatt-hours (TWh) of lighting energy savings.

DLC qualification has value because products on the DLC Qualified Products Lists (QPLs) have undergone independent third-party testing and have been reviewed against rigorous technical requirements designed to support quality, performance, and energy savings. Efficiency programs use this data on DLC's QPLs to support incentive programs, and the broader market uses them to identify products that can be installed with confidence.

That confidence depends on accurate information: Listed products must continue to reflect the data submitted to the DLC, and DLC logos, trademarks, and qualification claims must accurately represent a product's qualification status. When they do not, incentive processing can be delayed, buyers can be misled, and the value of qualification is weakened for manufacturers that have invested significant time and resources into the qualification process.

The QPL Integrity Policy combines multiple DLC QPL integrity requirements and procedures into a single resource. The policy includes Solid-State Lighting (SSL) and Horticultural (Hort) routine quality monitoring testing (previously Surveillance Testing), logo and trademark use policy, logo and trademark violation enforcement, and product misrepresentation procedures.

By putting these related policies and procedures in one place, the QPL Integrity Policy gives manufacturers a clearer path for maintaining qualified products in good standing, and also gives stakeholders a clearer understanding of how the DLC protects the integrity of the QPLs.

This transparency supports the same goals across all of the DLC's compliance activities: accurate QPL information, fair competition for qualified products, smoother incentive and specification processes, and continued confidence in DLC qualification.

2 Document Scope

This policy brings together the DLC's primary compliance requirements and procedures related to QPL data accuracy, qualification claims, and use of DLC logos and trademarks. It applies to the following areas:

- Requirements for providing and maintaining current contact information with the DLC
- Combined surveillance testing policies for SSL and horticultural lighting products and updated the name of the program to "Routine Quality Monitoring"
- DLC Logo and Trademark Use Guidelines, previously hosted on the DLC website and now included in this document
- Product misrepresentation investigation process
- Logo and trademark violation enforcement process

3 Guidance for Draft 1 reviewers

- Key questions appear at the beginning of the relevant section
- Yellow highlighting indicates text that has been added
    - Where a section is entirely new to a public comment process, the heading has been highlighted
    - Where specific passages have been added or updated, the specific passages have been highlighted
- Red strikethrough text indicates language that has been removed
- Language that has been updated for clarity only has not been identified with highlights or strikethrough

4 Manufacturer Contact Requirements

Key Question for Manufacturer Contact Requirements

The policy directs correspondence to the Super Admin listed in the company's MyDLC account. Is the Super Admin the appropriate party to hold this responsibility, or would manufacturers prefer the ability to designate a specific compliance contact for QPL Integrity Policy correspondence?

4.1. Key Questions – Manufacturer Contact Requirements

The DLC values the manufacturers that participate in its programs and recognizes the time and effort required to qualify and maintain products on the QPLs. While conducting routine quality monitoring testing, logo and trademark violation enforcement, and product misrepresentation investigations, the DLC must be able to communicate with manufacturer representatives in a timely and reliable manner. Clear contact information helps the DLC work with manufacturers efficiently when questions or concerns arise, maintains accurate QPL information, and ensures that qualification claims are reliable.

All correspondence related to the QPL Integrity Policy will be sent in writing by email. The DLC may provide compliance notices, deadlines, determinations, or required corrective actions by any other communication method in addition to primary correspondence via email.

For manufacturers with a MyDLC account, the DLC will contact the company in this order:

1. The Super Admin listed in the company’s MyDLC account
2. If Super Admin email addresses are undeliverable, other users listed in the company’s MyDLC account

The DLC assumes that email addresses provided in MyDLC are accurate, monitored, and able to receive DLC correspondence.

Manufacturers are solely responsible for keeping this information up to date. Before taking actions such as delisting products, placing applications or accounts on hold, or publishing public notices, the DLC will use the contact sequence above to provide information about the concern and how to avoid or resolve it. If a manufacturer does not respond because its MyDLC contact information was outdated, inaccurate, unmonitored, or undeliverable, the DLC will not reconsider its decision on that basis.

Failure to respond to a correspondence related to the QPL Integrity Policy may result in the outcomes described in *6.3.1 Declining the Selection, 9.6 Resolution and Enforcement, or 10.6.1 Failure to Resolve* as applicable.

Instructions on how to create a MyDLC account and how to manage user permissions can be found on the DLC website.

5 Reporting Products in Violation of DLC Policies

Stakeholders may report instances of logo violations and product misrepresentation or nominate a product for surveillance. To do so, fill out the form:

https://designlights.org/report-logo-misuse/

A DLC representative will contact you to confirm receipt and gather any additional information needed to investigate the report.

6 Routine Quality Monitoring Program

Key Questions for Routine Quality Monitoring

1. This section lists what must be included in a shipment to the testing laboratory: the selected product, any components required between the mains and the product, and all components specified by the product's model number. Is the list clear and complete enough for manufacturers to identify everything required for their product types?
2. The DLC proposes evaluating minimum dimming level using ANSI/IES LM-90-20. How well does the standard serve the purpose of confirming that a listed product achieves its reported minimum dimming level?
3. The DLC reserves the right to evaluate products against any number of the metrics in Table SSL-1, Table SSL-2, Table Hort-1, and Table Hort-2. Are there metrics that efficiency programs, specifiers, or purchasers rely on that should be added to these tables?
4. Please provide feedback on the metrics proposed in Table SSL-1, Table SSL-2, Table Hort-1, and Table Hort-2. Are the metrics clear as written?

6.1. Introduction

The DLC Routine Quality Monitoring program helps maintain the accuracy and integrity of the SSL and horticultural lighting QPLs by periodically evaluating listed products after qualification. Routine quality monitoring verifies that selected products continue to meet applicable DLC technical requirements and that QPL-listed information remains consistent with product performance, configuration, and documentation.

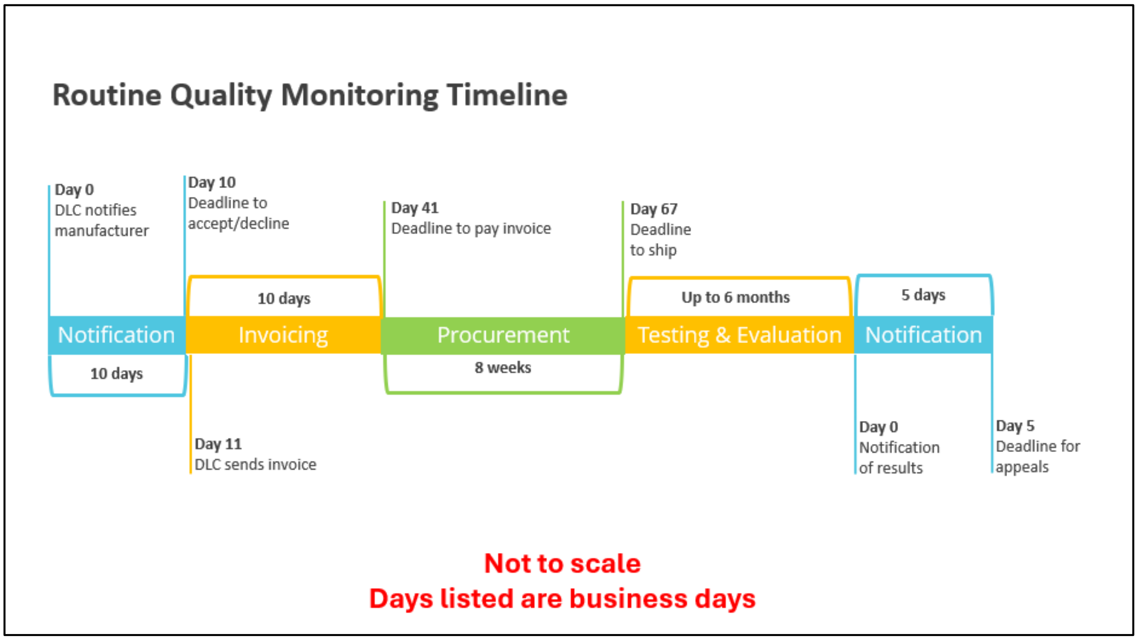
This program supports the value of DLC qualification by helping energy efficiency programs, specifiers, buyers, governmental agencies, NGOs, and manufacturers rely on QPL data with confidence. It also gives the DLC a structured process for identifying and evaluating products that no longer meet requirements, are no longer available as listed, or do not match the information submitted during qualification.

The sections below describe the major stages of the Routine Quality Monitoring program, which are also illustrated in *Figure 1*:

- *6.2 Product Selection*
- *6.3 Notification to Selected Manufacturer*
- *6.4 Invoice and Procurement*
- *6.5 Product Testing and Evaluation*

- *6.6 Appeals*
- *6.7 Consequences*
- *6.8 Relisting Products*

Figure 1: Typical Routine Quality Monitoring Timeline



6.2. Product Selection

To minimize the use of resources, the Routine Quality Monitoring program will focus primarily on identifying products with higher-than-average risk of non-compliance. The DLC may select products for routine quality monitoring for any reason, but the following criteria represent potential strategies that will be considered during the selection process:

- Products whose performance is close to meeting the tolerance of the Technical Requirements under which they were qualified (e.g., a Premium product will be evaluated against the Premium requirements; a DC-powered product will be evaluated against the DC-specific requirements).
- Products whose performance greatly exceeds the Technical Requirements
- Listed products with past application issues, including, but not limited to, test reports that raised concerns from reviewers, and indications of product misrepresentation, supplemental documentation with issues that question the validity of the documentation.
- Complaints from stakeholders.

- Products of manufacturers that have chosen not to participate in routine quality monitoring after being selected in previous routine quality monitoring rounds (see section *6.3.1 Declining the Selection*).
- Products of manufacturers that have a history of failing results from previous routine quality monitoring rounds.
- Products randomly selected from the QPL.

The frequency and the number of products selected through the Routine Quality Monitoring program for each round of testing is at the sole discretion of the DLC. Product selection may focus on one of the criteria above or several. Regardless of the selection criteria, the metrics reported in the testing will remain constant, depending on the type of test ordered (integrating sphere/goniophotometer).

As always, manufacturers may voluntarily delist their products from the QPL at any time without penalty. In relation to the Routine Quality Monitoring program, this delisting must occur prior to being selected for testing to avoid potential consequences. To voluntarily delist products, manufacturers may contact applications@designlights.org or submit an update application:

- SSL and LUNA product update application
- Horticultural product update application

Manufacturers should consider their product performance data and possible risk for failure to determine if voluntarily removing products from the QPL prior to being selected is appropriate. For example, products that qualified using tolerances to meet the Technical Requirements may carry a higher risk of not meeting the Technical Requirements during routine quality monitoring.

If a product and/or component necessary for testing is not available for procurement at the time of selection (i.e., it is no longer for sale/manufactured), it will be considered as declining to participate. Exceptions will be considered for made-to-order products. Products that are no longer sold should be proactively removed from the QPL by the manufacturer.

Products may be subject to “double jeopardy” for any reason, including continued product misrepresentation reports or suspicious test data. ~~If a product has been tested and passes through the Surveillance Testing, and has not been updated in any manner, it will not be selected again in the following round of routine quality monitoring.~~

Both original equipment manufacturer (OEM) and private labeled products are eligible for selection. All manufacturers, OEM and private labelers alike, are responsible for the data on the QPL associated with their products.

6.3. Notification to Selected Manufacturer Representatives

The DLC will notify the selected manufacturer by email using the contact information provided in the manufacturer's MyDLC account. ~~If a given manufacturer representative account has multiple users, all users registered to the account will be notified.~~ If a selection is accepted, only the manufacturer representative-designated contacts will be contacted for the remainder of that selection.

The selected manufacturer will have ten business days from the date of notification to respond to the selection email. Selected manufacturers have two options in responding: accept the selection and continue with the routine quality monitoring process, or decline the selection, which will result in the selected product and associated products being removed from the QPL. See section *6.7 Consequences* for further details.

If the manufacturer does not respond within ten (10) business days, or if there is no anticipated action taken by the manufacturer as determined by the DLC, the selected product and associated products will be delisted. See section *6.7 Consequences* for further details. Selected manufacturers may seek additional information about the selection during this ten-day period; however, action will be taken on the tenth day of the period.

It is the sole responsibility of the manufacturer to maintain the contact information in their MyDLC account. If a product is removed from the QPLs and the manufacturer did not respond because its contact information was out of date, that will not be grounds for re-listing the product.

6.3.0. Accepting the Selection

If the selected manufacturer agrees to move forward, the process will begin.

Accepting the selection indicates that the product can be procured within a reasonable timeframe (eight weeks unless otherwise agreed upon with the DLC at the time of acceptance).

6.3.1. Declining the Selection

Manufacturers can decline to participate, but that will result in the associated product family ~~and all associated products~~ being removed from the QPL. For further information on consequences, see section *6.7 Consequences*.

6.4. Invoice and Procurement

Products undergoing routine quality monitoring will remain confidential between the selected manufacturer, testing lab, and the DLC. Outside parties, including other manufacturers, distributors, and other end users will not have access to investigation information. DLC Member utilities may have access to limited information.[1]

6.4.0. Invoicing

After the DLC receives completed acceptance documentation, an invoice will be sent to the manufacturer to cover surveillance program costs.

If the invoice is not paid within 30 days, the product, as well as any associated products, will be removed from the QPL. See *6.7 Consequences* for further information on consequences. Any issues paying within the allotted timeframe must be discussed with the DLC upon receipt of the invoice.

Product procurement information will not be sent until the invoice for that selection has been paid and processed. Manufacturers opting for a wire transfer must pay the fees associated with the transfer of funds.

6.4.1. Product Procurement

The DLC may procure products directly from the manufacturer or through other means at the discretion of the DLC (i.e., distributors, retail, agents). In cases where the DLC does not elect to procure products through a manufacturer, the manufacturer will be responsible for the cost of the product and shipping. Distributor invoices will be subject to the same requirements in *6.4.0 Invoicing*. The number of samples required for routine quality monitoring will be equivalent to the number needed in the original qualification testing, unless otherwise stated.

Eligible Sample Types

When a manufacturer is selected and the DLC opts to procure the product directly through the manufacturer, the manufacturer is required to supply the product as it would be supplied to a customer. It should be identical to what a customer would receive and go through the same internal processes. Where a product is listed with multiple controls options, the DLC will identify the specific controls option code selected for routine quality monitoring. The manufacturer must supply the product in that configuration.

[1] DLC Membership is for utilities or energy efficiency programs only. Membership is distinct from a MyDLC account, which is open to all and provides free access to the QPLs.

If the incorrect product is shipped or the product does not ship with all components included in the model number, this will be deemed an automatic failure and the product will be subject to all consequences in *6.7 Consequences*.

Samples used for routine quality monitoring shall not be the same samples tested and submitted previously for qualification nor shall they be product prototypes or "engineering samples."

~~*Additional Components*~~

~~Any components required between the mains and the product (such as a ballast for a UL Type A linear replacement lamp, a stepdown transformer, Option B reference housing, etc.), must also be supplied to the lab by the selected manufacturer during the procurement phase. To minimize confusion, these components should be shipped at the same time as the product.~~

Specification Sheet Review

Product spec sheets will be reviewed for potential product misrepresentation (i.e., the qualified product is different than the product received during routine quality monitoring). This will include the spec sheet submitted for qualification and may include review of spec sheets found in the marketplace.

Due to the varying nature of spec sheets, no two cases of product misrepresentation are alike. As an example, a product with a form factor that has changed since qualification would not be allowed under the Routine quality monitoring Policy.

Shipment requirements

- Routine quality monitoring reference number visible on the shipment packaging
- The selected product
- Any components required between the mains and the product (such as a ballast for a UL Type A linear replacement lamp, a stepdown transformer, Option B reference housing, etc.)
- All components specified by the product's model numbers (sensors, controllers, shields, etc.)

These components must be shipped at the same time as the product or the sample will be found non-compliant.

Procurement Timeline

Products are expected to be shipped within eight weeks of procurement information being sent. Products expected to take more than eight weeks must be disclosed to the DLC at the time of accepting the selection, and an explanation must be provided. In certain cases, a substitution may be allowed at the sole discretion of the DLC surveillance team.

Alternate Sourcing

An OEM who does not stock the product or does not otherwise have the samples required for testing may arrange (of their own accord) to have the equivalent model from one of their private labelers procured and tested instead. Given the same scenario, private labelers may also have the equivalent OEM product procured and tested instead. In either case, the selected manufacturer must inform the routine quality monitoring team prior to, or within five business days of, receiving procurement information. The DLC will confirm that this is acceptable, pending review of the Private Label Agreements on file from original DLC qualification.

Returning Tested Samples

Manufacturers must select one of two options for their product after testing is complete:

a) The product is returned (at manufacturer expense).
b) The product is destroyed and discarded by the laboratory.

If an option is not specified by the time testing is complete or the manufacturer-provided shipping instructions are incorrect or incomplete, the DLC reserves the right to dispose of the product.

Product Package Labeling

The selected manufacturer must include the DLC-provided routine quality monitoring reference number on the exterior of each shipment or on the packing slip for all materials sent to the testing laboratory.

Additional Processing Fee

When a shipment arrives at the testing laboratory without the required DLC-provided routine quality monitoring reference number, the testing laboratory must perform additional processing to match the shipment to the routine quality monitoring selection. In these cases, the manufacturer will be invoiced a separate processing fee of $150. Failure to pay this invoice within thirty (30) days will be treated the same as failure to pay the primary routine quality monitoring invoice and will result in the selected product and associated product family ~~all associated products~~ being removed from the QPL.

6.5. Product Testing and Evaluation

6.5.0. Product Testing Procedures

Testing will be conducted only by pre-approved labs contracted by the DLC for routine quality monitoring. Approved laboratories were determined by responding to a request for proposal (RFP) issued by the DLC. Specific lab locations will be chosen for any individual investigation at the DLC's discretion. Factors may include proximity (for shipping purposes), availability of a particular reference housing, etc.

The metrics to be tested will be dependent on the type of test (integrating sphere or goniophotometer) being used. For Dual Mode products (UL Type A or B), testing must be conducted using an approved ballast. The ballast shall be sent by the manufacturer with the product, as described in *6.4.1 Product Procurement*.

Products requiring testing in a reference housing will be tested in a housing selected by the DLC from the Approved and Pre-approved Equivalent lists (found here). As the SSL V6.0 and LUNA V2.0 technical requirements state, a product is expected to meet the Technical Requirements in any of the approved reference housings. Alternatively, a manufacturer may provide the preferred housing for routine quality monitoring (must be an approved reference housing). If this option is chosen, the manufacturer is responsible for all costs associated with providing the housing.

The test lab will look for any obvious signs that the product is not performing as intended (i.e., inability to stabilize the product). The manufacturer will be notified in those cases and testing will resume once the issue has been resolved. This may necessitate procurement of new samples at manufacturer expense.

6.5.1. Product Evaluation

The DLC will evaluate every product against two tables:

- *Table SSL-1* and
- *Table SSL-2* for SSL products
- *Table Hort-1* and *Table Hort-2* for Hort products

Table SSL-1 and *Table Hort-1* are used to verify that the product meets the Technical Requirements.

Table SSL-2 and *Table Hort-2* are used to ensure that the product not only meets the Technical Requirements, but that its performance is in line with the information listed on the QPL. A snapshot of the QPL will be taken at the time of selection, and that data will be used as a comparison to the data taken during routine quality monitoring. Any effort to update a selected product after notification will not be considered unless agreed upon with the DLC prior to the update.

The DLC reserves the right to evaluate products against any number of the metrics below. Depending on the goals of each round of product selection, all or some of the metrics may be evaluated.

Table SSL-1: Verifying the product meets the technical requirements

Metric	Tolerance	Method of Evaluation
Light Output	-10%	ANSI/IES LM-79-19 or -24
Luminaire Efficacy	-4%	ANSI/IES LM-79-19 or -24
Allowable CCT	Defined by ANSI C78.377-2024*†‡	ANSI/IES LM-79-19 or -24
Color Rendition	All reported color rendition metrics except IES Rcs,h1: -1 point IES *R*cs,h1: -1%	ANSI/IES LM-79-19 or -24
Power Factor	-3%	ANSI/IES LM-79-19 or -24
THD	+5%	ANSI/IES LM-79-19 or -24
Zonal Lumens	Refer to Table 5 of the Technical Requirements Tables	ANSI/IES LM-79-19 or -24
Beam Angle ~~(linear replacement lamps and 2G11 lamps only)~~	-5°	ANSI/IES LM-79-19 or -24
Minimum required dimming level (Lamps that require an additional component to enable dimming with the claimed control signal must ship with that component)	±2%	ANSI/IES LM-90-20

Metric	Tolerance	Method of Evaluation
Controls Ready	Must be identical to information submitted with the application	Verification of the presence of a receptacle for Controls Category 1 on product and/or supporting documentation
Integral Control/Sensor Component	Must be identical to information submitted with the application	Verification of the presence of an integral sensor for Controls Category 2 – 6 on product and/or supporting documentation
Shielding component	N/A	Verification of the presence of reported shielding component (LUNA only) included in shipment
Maximum aiming angle (LUNA products only)	No tolerance, maximum 10º	TBD
BUG Ratings (Backlight, Uplight, and Glare)	-5%	ANSI/IES LM-79-19 or -24
Dominant Wavelength (Amber products only)	+10 nm	ANSI/IES LM-79-19 or -24
Full-Width Half Maximum (de-Amber and pc-Amber products only)	+/- 10 nm	ANSI/IES LM-79-19 or -24
Blue Light Percentage (de-Amber and pc-Amber products only)	±0.5%	ANSI/IES LM-79-19 or -24

**Defined by ANSI C78.377-2024. This standard is also referred to for Duv and (x,y) chromaticity coordinates tolerances for indoor categories.*

† Flexible binning, per the standard, may be used. Applicability for use of flexible binning will be determined by the reported CCT value on the QPL. Flexible binning may only be applied if the reported value falls outside of a "traditional" ANSI bin (2700K, 3000K, …, 5700K, etc). If a product is rated at a specific CCT which is not incorporated as part of the ANSI standard, the DLC will round to the nearest 100K for evaluation purposes.

‡ FACT products will be tested at their worst-case efficacy setting only

Table Hort-1: Verifying the product meets the technical requirements

Metric	Requirement(s)	Tolerance	Method of Evaluation
PPE	≥2.3	-5%	LM-79 test report
Power Factor	≥0.9	-3%	LM-79 test report
THD	≤20%	+5%	LM-79 test report

Table SSL-2: Verifying accuracy of QPL product data

Metric	Tolerance	Method of Evaluation
Light Output	-9.6%	LM-79 test report
System Wattage	+12.7%	LM-79 test report
All reported color rendition metrics	-5.9%	LM-79 test report
Field Adjustable (FALO/FALD/FACT)	Must be identical to information submitted with the application	Verification of default and highest setting on product and/or supporting documentation

Table Hort-2: Verifying accuracy of QPL data

Metric	Tolerance	Method of Evaluation
PPF Output	±10%	LM-79 test report
System Wattage	±12.7%	LM-79 test report
PPID	±10% zonal PPF (0-30, 0-60, and 0-90)	LM-79 test report
Spectral output	±10% within all 100nm buckets (400-500 nm, 500-600 nm, and 600-700 nm)	LM-79 test report
Beam Angle ~~(linear replacement lamps and 2G11 lamps only)~~	-5°	LM-79 test report

Reviewing Test Results

Upon completion of testing, the DLC will review the results. The established tolerances (above) will be applied to the test data to verify compliance. For products that were qualified using allowances, the allowance will be applied to the requirement first, followed by the tolerance.

When reviewing against *Table SSL-1* and *Table Hort-1*:

- Test data will be reviewed for parent products. Reported data of parent products found to be non-compliant with policy will be corrected outside of routine quality monitoring.
- Child products will be evaluated against reported data only.

When reviewing against

Table SSL-2 and *Table Hort-2*:

- Parent products will have both the tested and reported data listed on the QPL reviewed. These products will only be considered non-compliant if they fail to meet
- *Table SSL-2* and *Table Hort-2* tolerances for both the tested *and* reported data.
- Child products will be evaluated against reported data only.

After reviewing the test results, the DLC will notify the manufacturer of the outcome and issue a final ruling.

Considerations for SSL Products

SSL products will be reviewed against the Primary Use Designation (PUD) that was selected for routine quality monitoring. If non-compliant, the product family will be removed from the selected PUD on the QPL. Additional PUDs will remain on the QPL unless the results (such as failing efficacy) determine that the product does not meet the requirements of the additional PUDs.

Some Technical Requirements are not explicitly listed in *Table SSL-1* or

Table SSL-2. These include requirements such as lumens per foot, zonal lumens, or zonal efficacy. For these requirements, the root metric will be examined (e.g., light output when examining lumens per foot).

Results

After reviewing the test results, the DLC will notify the manufacturer of the outcome and issue a final ruling.

The outcomes are as follows:

- The sample meets or exceeds the DLC Technical Requirements and tests within
- *Table SSL-2* or *Table Hort-2* tolerances: the product is considered compliant, and no further action is needed.

- The sample failed to meet the DLC Technical Requirements when using *Table SSL-1* or *Table Hort-1* tolerances: the product is considered non-compliant. See section *6.7* for *Consequences*.
- The sample meets the DLC Technical Requirements but falls outside
- *Table SSL-2* or *Table Hort-2* tolerances: the product is considered non-compliant. See section *6.7* for *Consequences*.

6.6. Appeals

The selected manufacturer will have the option to appeal the results via email. This process must be started within five business days of receiving the results from the DLC. Any fees required to investigate the appeal will be the sole responsibility of the manufacturer requesting the appeal. Appeals are only applicable to the results of testing meaning there is no appeal process ~~for the consequences enforced~~ for the consequences themselves. The product(s) may be delisted from the QPL upon failure and during the appeals process. If the original ruling is overturned, the product(s) will return to the QPL with the original date of qualification at the conclusion of the appeal.

6.6.0. Appeal Requirements

An appeal must include both:

- Sufficient detail (with technical justification) that addresses the reason for questioning the validity of the test results, as well as a remedy to the situation.

Agreement to pay the fees associated with the appeal. Fees will be based on administrative cost of the appeal and the fees associated with any additional required testing or product procurement to resolve the appeal.

The following are some examples of items that will not be considered during the appeals process:

- Manufacturers indicating a change to a supplier's process
- The wrong product was sent
- Different test data on the same product with no technical justification
- Failure to provide the product to the lab during the eight-week procurement period

6.6.1. Appeal Outcomes

The DLC will review the appeal and reserves the right to ask for additional information or reject the appeal if sufficient information to explain the situation cannot be provided. Appeals will be either:

- Accepted: An accepted appeal may require additional product testing. If so, the procedures listed above (for procurement and testing) will be repeated. Any new test results will be used to make a final determination of the tested product's performance.
- Rejected: If an appeal is rejected, the original failure ruling will stand, and the product(s) will remain delisted from QPL.

The manufacturer will be notified at the end of the appeals process as to the results of the appeal. Appeal results are final. Products will not be returned to the manufacturer until the entirety of the process, including appeals, has concluded.

~~6.7.~~ ~~Consequences~~ Outcomes

The following is a summary of consequences that may be implemented due to non-compliance with DLC policy. Additional consequences may be imposed at the discretion of the DLC. The intent of any consequence is to ensure that products that have been listed with unreliable data on the QPL are subject to appropriate corrective actions.

6.7.0. Noncompliance Due to Product Testing

The selected product fails to meet the DLC Technical Requirements using *Table SSL-1* or *Table Hort-1* tolerances:

First instance

A product that fails routine quality monitoring for the first time will be removed from the QPL. Products associated with the failed product will also be delisted; this includes all family members (regardless of whether the selected product was a parent or child product) and private labels. If the selection was a private labeled product, this means that the equivalent OEM product, as well as any other equivalent private labels, will be delisted. DLC Members will have access to generalized information about products that have been removed from the QPL due to routine quality monitoring.

Second instance

Includes all first instance consequences. Additionally, the manufacturer may be suspended from the DLC program for a period of up to 12 months. A suspension prohibits manufacturers from submitting or qualifying any products during that timeframe.

Third instance

Includes all first and second instance consequences. Additionally, the manufacturer's remaining products on the QPL, including private labels, may be delisted and would require a new product application to be relisted. ~~until compliance is assured~~

6.7.1. Failing Routine Quality Monitoring but Still Meeting DLC Requirements

When selected products fall outside

Table SSL-2 or *Table Hort-2* tolerances, but still meet DLC Technical Requirements:

First instance

- **Parent Product**: The manufacturer is required to update the individual product on the QPL (at the full application fee) or may opt to have the product delisted. If the manufacturer chooses to update the product, they must submit an update application to the applicable program within 15 business days of receiving the results.

  If this time elapses without an update application being submitted, all associated child products and private labels (if selected product was an OEM) will be delisted. If selected product was a private labeled product, the OEM's product will not automatically be delisted. The selected product's family, as well as the equivalent family from any private labeler, may be flagged for additional screening in a future round of testing.

  - SSL update application
  - Hort update application

- **Child Product**: The manufacturer is required to update the individual product on the QPL (at the full application fee) or may opt to have the product delisted. If the manufacturer chooses to update the product, a new application must be submitted within 15 business days of receiving the results. If this time elapses without an update application being submitted, the product will be delisted. If selected product was a private labeled product, the OEM's product will not automatically be delisted. The selected product's family, as well as the equivalent family from any private labeler, may be flagged for additional screening in a future round of testing.

Note: If a child product fails the Table SSL-2 or Hort-2 requirements and the data demonstrates that it should become the new worst-case product in the family (i.e., it should be a parent), the whole family will be delisted. The manufacturer must submit an update application to the applicable program to ensure compliance. New model numbers are not required. The new family may be flagged for additional testing in a future round.

- SSL update application
- Hort update application

Second instance

All first instance consequences. Additionally, the manufacturer may be suspended from the DLC program for a period of up to three months.

Third instance

All first and second instance consequences. Additionally, the manufacturer's remaining products on the QPL, including private labels, may be delisted until compliance is assured.

6.7.2. Passing Routine Quality Monitoring

Selected product meets or exceeds the DLC Technical Requirements, and tests within tolerances listed in *Table SSL-2* or *Table Hort-2*: No action taken. The manufacturer may opt to update the product at their discretion. Normal application fees will apply.

6.7.3. Noncompliance Outside of Product Testing (during Selection for Routine Quality Monitoring)

When a manufacturer declines to move forward with the selection:

First time declining

- **OEM**: The selected product will be delisted. If it was a parent product, the whole family will be delisted. Any delisted products will have their associated private labeled products delisted.
- **Private Labeler**: The selected product will be delisted. If it was a parent product, the whole family will be delisted. OEM products will not be delisted.
- **Both:** Increased likelihood of another product from the manufacturer being chosen for routine quality monitoring.

Second time declining

All first-time declining consequences. Additionally, the manufacturer may be suspended from the DLC program for a period of up to six months, including delisting of other products currently listed on the QPL.

Manufacturer misses a published deadline (response to notification, invoice deadline, procurement deadline, etc.)

- **OEM**: The selected product will be delisted. If it was a parent product, the whole family will be delisted. Any delisted products will have their associated private labeled products delisted.
- **Private Labeler**: The selected product will be delisted. If it was a parent product, the whole family will be delisted. OEM products will not be delisted.
- **Multiple missed deadlines (OEM or Private Labeler)**: All first-time consequences. Additionally, the manufacturer may be suspended from the DLC program for a period of up to six months, including delisting of other products currently listed on the QPL.

6.8. Relisting Products

6.8.0. Delisted due to declining the selection or non-response.

These products may be re-submitted through the normal application process no earlier than six months after the date delisted. Normal application fees and processes will apply ~~will be assessed~~.

6.8.1. Delisted due to failing the Table SSL-1 or Table Hort-1 requirements.

These products may be re-submitted through the normal application process with *new testing and new model numbers*. The same model number may not be used unless otherwise noted in section *6.7 Consequences*. Normal application fees will be assessed.

6.8.2. Delisted due to failing the Table SSL-2 or Table Hort-2 requirements.

These products may be re-submitted through the normal application process with new testing. Normal application fees will be assessed. New model numbers are not required.

Note that this does not apply to products that failed only the Table SSL-2 or Table Hort-2 requirements and were updated within the allotted timeframe.

6.8.3. Delisted due to failing Table SSL-1 or Table Hort-1 requirements, *but* routine quality monitoring test data falls within the Table SSL-2 or Table Hort-2 tolerances.

These products may be re-submitted through the normal application process with new testing. Normal application fees will be assessed. New model numbers are not required. *Note*: This applies only to the three metrics currently in Table SSL-2 or *Table Hort-2*.

- SSL new product application
- Hort new product application

6.8.4. Results of Business Closure

In the case of a company closing, the DLC will contact that company and require that they provide proof of continuation of warranty. If the DLC cannot confirm warranty, the products will be de-listed. The DLC will, to the best of its ability, monitor all relative media for companies that go out of business.

6.8.5. Manufacturer Complaints

The DLC compliance and surveillance programs work to protect and verify the data on the QPL, and they also protect the DLC's trademarks and logos. Complaints may be considered as part of our surveillance and logo compliance review. However, the DLC compliance and surveillance programs are not equipped to investigate or resolve disputes between private companies or parties in matters of commercial lighting transactions. Private concerns about product installation, warranty issues, or post-installation lighting performance issues are outside the purview of the DLC. These private concerns should be handled through direct communications and other legal remedies.

7 Safety Certification Verification

~~In an effort to streamline the application submission process, the DLC changed the verification process for safety certification coverage on March 26, 2018 (Technical Requirements V4.3). With this revision, the DLC only requires a compliance certificate and statement from the manufacturer certifying that all products contained therein are covered.~~

To ensure the veracity of claims made during qualification, the DLC may carry out a more in-depth verification on a select number of products each year, and a product's safety certification will automatically be reviewed during the normal routine quality monitoring process. Additionally, the DLC reserves the right to examine products for safety compliance outside of the traditional routine quality monitoring process. While manufacturers will not receive explicit notification of this verification, manufacturers will be notified in the event of non-compliance.

7.1.1. Safety Certification Verification Process

1. Product is selected by the DLC, either as part of the existing Routine quality monitoring Program or independently.
2. The DLC verifies the following information from relevant safety organization:
    - Manufacturer Name
    - Model Number
    - Unique Identifier/reference number
        - CSA: Certificate Number
        - Intertek: Report Number
        - UL: File Number
        - Other: the DLC will work to identify proper documentation reference number
3. The DLC confirms whether or not the product is covered by the certificate/report/file number/etc. provided during qualification.
    - Note that if, after qualification, the safety documentation gets updated so that any model number(s) listed on the QPL are no longer covered by the original safety certificate, it is the responsibility of the manufacturer to submit the revised documentation to the DLC so that the DLC records can be updated accordingly.

7.1.2. Safety Certification Verification Consequences

All products sharing the family ID with the non-compliant product will be delisted. In the event that multiple safety documents were submitted within a single family ID, products will be reviewed by the DLC prior to delisting to ensure that covered products are not delisted.

- Products shall not be re-listed on the QPL for at least six months from the date of delisting. Additionally, all other re-listing requirements must also be met.
- Non-compliant products will be referred to the proper safety organization.
- DLC Members will be provided with all products delisted due to non-compliance.

7.1.3. Safety Certification Verification Re-Listing

Delisted products may be submitted through the normal application process, with new application fees. Several changes will be made which are unique to this re-listing application:

- Products shall not be re-listed on the QPL for at least six months from the date of delisting.
- Safety certification will be verified up front during the initial review, similar to the application submission process prior to Technical Requirements V4.3 (i.e., a digital signature confirming safety coverage will not be sufficient).
- The appropriate safety organization must send documentation directly to DLC review staff to verify coverage of all models in the application.

8 Logo and Trademark Use ~~Guidelines~~ Policy

Key Question for Logo and Trademark Use Policy

This draft removes the prohibition on placing the DLC logos and trademarks on products and product packaging.

1. Do you support this change?
2. Are there conditions the DLC should place on such use?
3. Do you foresee any negative implications resulting from this change?
4. Are there any clarifications that would facilitate compliance with the logo and trademark use policy?

8.1. Introduction

The DLC encourages the use of the logos and trademarks in certain applications. Participants in the DLC Program must comply with the DLC Logo and Trademark Use Guidelines and all DLC rules and policies, which may be updated at any time. The DLC (through Efficiency Forward, Inc.) is the sole owner of the DLC logos and trademarks and actively monitors and takes action against violations of the DLC Logo and Trademark Use Guidelines and DLC policies.

The DesignLights Consortium has five logos:

Figure 2: DLC Logos

The DLC also has two main registered trademarks:

- “DesignLights Consortium”
- “DLC”

Collectively, the DLC Logos and Trademarks (pictured above) are all either pending applications or registered trademarks in the U.S., Europe, Canada, China, and Mexico. As with any asset with appreciable value, all of the DLC trademarks must be properly used and protected.

The DLC Logos and Trademarks are also equally valuable to all DLC Members and product manufacturers who have products listed on the DLC Qualified Products List ("QPL"). In order to retain that value, all stakeholders must use the DLC Logos and Trademarks consistently and in compliance with these Guidelines in all communication and marketing materials. Ensuring that the DLC Logos and Trademarks are properly used protects every DLC stakeholder's investment in the program—and consumer confidence in the DLC brand.

8.2. Authorized Use of the DLC Logos and Trademarks

As a general rule, third parties (i.e., anyone other than the DLC and those granted explicit permission by the DLC) are not allowed to use the DLC Logos and Trademarks without permission. The purpose of the DLC Logo and Trademark Use Guidelines is to provide clarification about how the DLC Logos and Trademarks should be used by its stakeholders. The DLC Logos and Trademarks must always be used pursuant to the specifications in these Guidelines to identify the DLC or participation in the DLC program. Any use that falls outside of these specifications is strictly prohibited.

Participants in the DLC program agree to the DLC Logo and Trademark Use Guidelines and all DLC rules and policies, which may be updated at any time. Participants must acknowledge that the DLC (through Efficiency Forward, Inc.) is the sole owner of the DLC Logos and Trademarks, must and agree not to interfere with the DLC's rights in them, and acknowledge that goodwill derived from their use accrues only to the DLC. The DLC will review stakeholders' use of the DLC Logos and Trademarks on a number of materials, including specifications sheets, websites, and other marketing materials. The DLC reserves the right to request modification for any non-compliant use as well as terminate participation in the DLC program for continuous violations of the Guidelines.

8.3. The DLC Program Logo

Figure 3: DLC Program Logo

For use by:

- **DLC Members***
  To indicate membership in the DLC Program on DLC Member webpages.
  *DLC Members are regional, state, utility, and energy efficiency programs who support the DLC Program through Member agreements throughout the U.S. and Canada.

Lighting Testing Laboratories
To indicate available product testing services necessary for manufacturers to submit an application to the DLC QPL. NOTE: Laboratories must meet the DLC accreditation requirements to display the logo. The DLC Logos and Trademarks may not be displayed in test reports or be used in a manner that implies the DLC endorsement of a laboratory or its services.

- **Manufacturers and Distributors**
  May not use the Program Logo without explicit permission by the DLC.
- **Other**
  Additional use of the DLC Program Logo will be assessed on a case-by-case basis. Please contact **info@designlights.org**.

8.4. Guidelines for Use of the DLC Program Logo

- The DLC Program Logo may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.
- The preferred version for the DesignLights Consortium Program Logo is the three-color mark (blue, green, and yellow). Alternate versions – such as the one-color black logo or the one-color white logo – are allowed. Please refer to the style guide for information on the Standard and Alternative ways to use the DLC Program Logo.
- The DLC Program Logo must be large enough so that the lettering inside the logo is clearly legible in all mediums.
- The DLC Program Logo must be clear within “C” space of logo elements from all sides.

8.5. Common Mistakes to Avoid

- Do NOT reproduce the DLC Program Logo smaller than 1 inch (width) and/or 50 pixels (height).

- Do NOT use the DLC Program Logo to indicate a product as DLC qualified (Premium or otherwise) and vice versa. Each logo was created for a specific purpose, and they should not be confused.
- Do NOT copy the DLC Program Logo from the internet; please contact **info@designlights.org** for the official image files.

For further instructions on the use of the DLC Program Logo, please review the **DLC Program Logo Style Guide**.

8.6. DLC QPL Product Logos

The DLC QPL product logos are for use by manufacturers and distributors (Including Private Labelers) to indicate that certain products have been DLC qualified and are listed on the corresponding QPL.

NOTE: Use may be of the DLC QPL Logos (pictured below), or Approved Terminology, such as (1) "Product X is a DesignLights Consortium qualified product;" or (2) "Product Y is listed on the DLC QPL."

Figure 4: DLC QPL SSL/NLC Logo

Figure 5: DLC QPL Premium Logo

Figure 6: DLC Horticultural QPL Logo

Figure 7: DLC LUNA QPL Logo

8.7. Guidelines for Use of the DLC QPL Logos

The following guidelines apply to the use of the DLC QPL Product Logo, the DLC QPL Premium Logo, the DLC Horticultural QPL Logo and the DLC LUNA Logo (“DLC QPL Logos”).

- The DLC QPL SSL/NLC Logo may be used for both qualified luminaires (on the SSL QPL) and qualified networked lighting controls systems (on the NLC QPL) but may NOT be used for Horticultural products.
- The DLC Horticultural QPL Logo may be used for qualified horticultural lighting products on the Horticultural QPL only.
- The DLC QPL Premium Logo is not applicable to lighting controls systems or horticultural luminaires and may only be used for qualified DLC Premium products listed on the SSL QPL.
- The DLC LUNA Logo may only be used for luminaires on the SSL QPL that are qualified with the LUNA designation. The LUNA Logo may not be used for products listed on the NLC or Horticultural QPLs.

- The DLC LUNA Logo may be used in conjunction with the DLC QPL Product Logo or the DLC QPL Premium Logo for products that meet the SSL Technical Requirements and the LUNA Technical Requirements.
- The DLC QPL Logos may not be altered, cut, separated, or otherwise distorted in perspective or appearance.
- Please refer to the logo style guides for information on the Standard and Alternative ways to use the DLC QPL Logos.
- The DLC QPL Logos must be large enough so that the lettering inside the logo is clearly legible in all mediums.
- The DLC QPL Logos must be clear within "C" space of logo elements from all sides.
- The DLC QPL Logos should never be under 0.5 inches wide and 0.5 inches high to maintain legibility.

8.8. Use of the Product Logos on General Marketing Materials

General Marketing Materials are defined as Website Home Pages and General Information Pages, such as About Us Pages, Covers of Brochures and Catalogs, Tradeshow Booth Displays – not in reference to specific products. Please contact **info@designlights.org** for the official image files.

- A pre-requisite for use of the DLC QPL Logos on general marketing materials is that the user in question must have products listed on a DLC QPL under the appropriate classification and QPL, or else the user must cease use of the DLC QPL Logos immediately.
- The DLC QPL Logos may be used on general marketing materials to indicate the user has products listed on the QPL without reference to the exact model numbers that appear on the QPL.

8.9. Use of the QPL Logo on Product-Specific Marketing Materials

The DLC QPL Logos or Approved Terminology may only be used in association with specific products or control systems that have been verified to meet the Technical Requirements of the DesignLights Consortium and which appear on one of the DLC QPLs.

The DLC QPL Premium Logo may only be used in association with products that have been qualified to meet the Technical Requirements of the DLC Premium classification and which appear on the DLC SSL QPL.

- The DLC Horticultural QPL Logo may only be used in association with products that have been verified to meet the DLC Horticultural Technical Requirements and which appear on the DLC Horticultural QPL.
- The DLC LUNA Logo may only be used in association with products that have been verified to meet the DLC LUNA Technical Requirements and which appear on the DLC SSL QPL.

In order to use the DLC QPL Logos for solid-state lighting products, marketing materials must clearly identify the manufacturer and brand and must provide the exact model numbers or DLC Product ID codes on the marketing material. This information will allow the reader to locate the identified product on the most current version of the DLC QPL without further aid. The Product ID is a unique identifier for each specific model listing on the QPL.

For Networked Lighting Control (NLC) systems on the NLC QPL, the user must provide the qualified system name on the marketing material as it is listed on the NLC QPL.

8.9.0. Marketing Materials with Qualified and Non-Qualified Products

If not all products on the specific marketing materials are qualified, the user must clearly indicate ~~which specific products are listed so that the reader can easily determine qualification status without further aid. Alternatively (or in addition to other efforts), the user may add the following language in close proximity to the logo:~~ that not all products hold a qualification but they are not required to identify which are or are not using language to the effect of: *"Not all product variations listed on this page are DLC qualified. Visit* ***https://qpl.designlights.org*** *to confirm qualification."*

8.9.1. Primary Use Designation and Application

- The user may only claim DLC qualification or use the DLC QPL Logos in reference to the Primary Use Designation/application/QPL under which a product was qualified.
- For example, a product on the SSL QPL that is qualified under the Linear Ambient Luminaire Primary Use Designation (PUD) may not also claim qualification under the Low Bay Luminaire PUD unless it is qualified and listed on the QPL under that PUD as well.

8.9.2. Multiple QPL listings

- Products may not be qualified under both the DLC Horticultural QPL and the DLC SSL QPL; therefore both logos may not be used in reference to the same product(s).
- Individual products qualified under the DLC LUNA designation only need to display the DLC LUNA QPL Logo but may display both the SSL and LUNA QPL logos as LUNA

products are necessarily also qualified to SSL. In instances where marketing materials display both SSL and LUNA qualified products, both SSL and LUNA logos may be used.
- If not all products on the specific marketing material are qualified as both SSL and LUNA, the user must clearly indicate which specific products are listed so that the reader can easily determine qualification status without further aid. Alternatively (or in addition to other efforts), the user may add the following language in close proximity to the logo to the effect of: *"Not all product variations listed on this page are DLC qualified with the LUNA designation. Visit **https://qpl.designlights.org/** to confirm qualification."*

8.9.3. Products Under DLC Review

Products or control systems which have not yet been qualified should UNDER NO CIRCUMSTANCES display the DLC QPL Logos.

8.9.4. Distributor Use of QPL Logos

Users who sell but do not manufacture products or systems listed on the DLC QPL (e.g., distributors) must include the name of the manufacturer and manufacturer's model number(s) prominently and in proximity to DLC QPL Logos. Organizations who use their own name and model number in any form to market products must submit a **Private Label Application**.

8.9.5. Multiple Model Numbers and Brands

- Manufacturers are responsible for ensuring that they, as well as any of their distributors and private labelers, use the correct model number on qualified products and that the DLC QPL Logos are being properly used on websites and specification sheets and materials.
- Manufacturers must list their products on the DLC QPL under any and all brand names under which they are marketed and sold – even the ones that are private labeled.
- To ease the process of re-listing qualified products under alternate brand names, please consult the **Private Label Policy**.

8.9.6. Common Mistakes to Avoid

- Do NOT use the DLC QPL Logos or claim DLC qualification in association with product applications or Primary Use Designations under which the product model numbers were not qualified. The DLC Horticultural QPL Logo may only be used on products currently listed on the DLC Horticultural QPL.

- Do NOT use the DLC QPL Logos or claim DLC qualification in association with product applications or Primary Use Designations that do not exist.
- Do NOT use the DLC QPL Logos on non-DLC qualified products.
    - This includes products that are marketed by the same manufacturer or under the same brand name and products that are currently under review with the DLC.
- ~~Do NOT place the DLC QPL Logos directly on your product or product packaging, regardless of the status of qualification. The logos are intended for use on websites and marketing materials only.~~
- Do NOT copy the DLC QPL Logos from the internet; please contact **info@designlights.org** for the official image files. Specific model numbers must be included in all requests for DLC QPL Logo files.
- Do NOT use the DLC QPL Premium Logo for products that are NOT qualified under the DLC Premium classification.
    - This includes products that are qualified products on the QPL, but not qualified as Premium products on the QPL.
- Do NOT remove any of the wording, such as DLC, LISTED, or PREMIUM from the DLC QPL Logos.
- Do NOT use multiple model numbers for your qualified products; the model number that is on the DLC Qualified Products List MUST match the model number used by manufacturers and distributors on websites and specification sheets and materials.
- Do NOT reproduce the DLC QPL Logos smaller than 0.5 inches (width) and 0.5 inches (height).
- Do NOT use the DLC QPL Logos to indicate membership in the DesignLights Consortium.
- Do NOT use any of the DLC QPL Logos in any other company name, product name, service name, domain name, or website title.
- Do NOT place the DLC QPL Logos in email signature blocks or business cards.
- Do NOT use the DLC QPL Logos to imply a DLC endorsement of a company, product, or service.

- Do NOT use any logo that is not listed above to indicate DLC qualification or DLC QPL listing of a product.

For further instructions on the use of the DLC QPL Logos, please review the **DLC QPL Product Logo Style Guide**, the **DLC QPL Premium Logo Style Guide**, the **DLC Horticultural QPL Logo Style Guide**, and the **DLC LUNA Logo Style Guide**.

8.10. The Trademarks

8.10.0. DesignLights Consortium® and DLC®

For Use by DLC Members*, Manufacturers, Distributors and other third parties
To reference the DesignLights Consortium on websites and marketing materials.
** DLC Members are regional, state, utility, and energy efficiency programs throughout the U.S. and Canada.*

8.10.1. Guidelines for Use of the Trademarks

The trademark symbol ® must be used the first time the words DesignLights Consortium or DLC appear in any written material in the following manner:

- The ® symbol should always be in superscript.
- There should be no space between DesignLights Consortium or DLC and the ® symbol.
- The ® symbol should be repeated in a document for each chapter title and in the first instance on each new webpage.
- Do NOT alter the capitalization or spacing for DesignLights Consortium; the trademark should always appear as two words; the D, L and C should be capitalized and there should be no space between the terms DESIGN and LIGHTS.

8.10.2. Common Mistakes to Avoid

- Do NOT include "DLC" or "DesignLights Consortium" in your product or company name.
- Do NOT include "DLC" or "DesignLights Consortium" in your product model number.
- Do NOT place the "DLC" or "DesignLights Consortium" trademarks in email signature blocks or business cards.

- ~~Do NOT place the "DLC" or "DesignLights Consortium" trademarks directly on your product or product packaging, regardless of the status of qualification. The trademarks are intended for use on websites and marketing materials only.~~
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks on non-DLC qualified products. This includes products that are marketed by the same manufacturer or under the same brand name and products that are currently under review with the DLC.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks in any other company name, product name, service name, domain name, or website title.
- Do NOT use any trademark that is not listed above to indicate DLC qualification or DLC QPL listing of a product.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks to imply a DLC endorsement of a company, product, or services.
- Do NOT use the "DLC" or "DesignLights Consortium" trademarks in webpage tabs or URLs/webpage addresses.

8.11. Unauthorized/Improper Use

Unauthorized and/or improper use of the DLC Logos and Trademarks, namely, not following these Guidelines, causes confusion among consumers, which compromises the DLC brand and its reputation. It may also constitute trademark infringement, trademark dilution, false advertising, fraud and/or other violations of law. The DesignLights Consortium actively monitors the use of the DLC Logos and Trademarks, but also requests the assistance of its stakeholders to help protect its brand. To report a trademark violation or to ask for a review of materials, please contact **info@designlights.org**.

Upon discovery of a DLC Logo or Trademark violation by a user, the DLC will take the necessary steps to have that violation corrected as quickly as possible in order to minimize the improper use. The DLC expects that all stakeholders will endeavor to be compliant with these Guidelines and will make all changes requested by the DLC in order to achieve compliance.

8.12. Violations of Logo Guidelines

In case of DLC Logo and Trademark misuse, the DLC reserves the right to suspend the user's program privileges for up to 18 months. This may include a suspension (delisting) of all currently qualified products, as well as an inability to qualify additional products during the suspension. The DLC will notify the user of the violation and consequences. As a result of misuse, some third parties (e.g., private labelers) may be affected. Any third party that has products delisted as the result of someone else's misuse will be notified of the delisting.

~~In addition to suspension and/or delisting of products, the DLC reserves the right to charge a fee to cover legal expenses of the DLC trademark compliance program. Such a fee may start at $250 per violation, depending on the severity of the infringement.~~

9 Logo and Trademark Violation Enforcement Process

9.1. Introduction

The DLC enforces its Logo and Trademark Use Guidelines to ensure that all stakeholders use DLC logos and trademarks accurately and consistently. Violations may be identified through stakeholder reports or through proactive monitoring by the DLC.

The general stages of the enforcement process are:

- *9.2 Reporting and Identification*
- *9.3 Investigation and Review*
- *9.4 Classification of Violation*
- *9.5 Notification and Escalation*
- *9.6 Resolution and Enforcement*

9.2. Reporting and Identification

Stakeholders may report suspected violations of the DLC Logo and Trademark Use Guidelines using the DLC reporting form or by contacting the DLC directly at info@designlights.org. Reports may include supporting materials such as marketing collateral, screenshots, product listings, or correspondence.

In addition to external reports, the DLC may independently identify potential violations through routine program activities, including but not limited to:

- Review of manufacturer marketing materials and specification sheets
- Monitoring of online marketplaces and distributor listings
- Observations made during application review or surveillance-related activities

The DLC reviews reports from all channels and determines whether further investigation is warranted.

9.3. Investigation and Review

If a potential violation is identified, the DLC will investigate to evaluate whether the use of DLC logos or trademarks complies with program requirements.

The investigation may include:

- Reviewing marketing materials, websites, product listings, and specification sheets
- Comparing claims against QPL listings, application records, and supporting documentation
- Documenting evidence of logo or trademark use and the context in which it appears

All relevant materials are evaluated to determine whether the use of the DLC logos or trademarks aligns with the manufacturer's qualification status and the requirements outlined in the Logo and Trademark Use Guidelines.

9.4. Classification of Violation

Based on the findings of the investigation, the DLC will determine whether a violation has occurred and classify the issue according to its nature and severity.

Violations may include, but are not limited to:

- Use of DLC logos or claims of qualification for products not listed on a QPL
- Use of logos or terminology that implies broader qualification than is accurate
- Improper use of DLC trademarks in product names, branding, domains, or marketing materials
- Use of logos in prohibited formats, locations, or contexts

9.4.0. Violation Priority Levels

Violations are categorized by priority level, which informs enforcement actions:

- **Low Priority Violations**
  Typically involve improper logo use where the manufacturer otherwise has valid QPL listings.
- **High Priority Violations**
  Include product misrepresentation or trademark infringement, such as:
  - Claims that non-qualified products are DLC qualified
  - Use of DLC trademarks in company names, product names, or domains
  - Misleading claims that could impact purchasing decisions

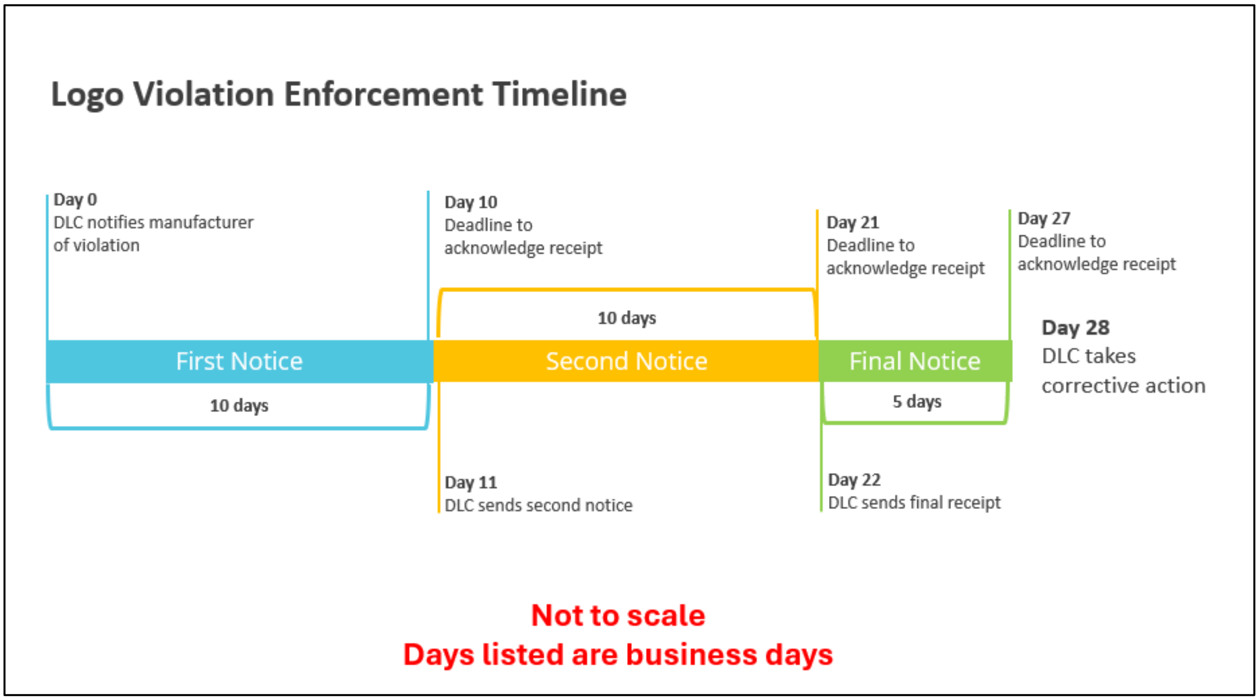
If the DLC determines that no violation has occurred, the investigation is closed with no further action.

9.5. Notification and Escalation

If a violation is confirmed, the DLC will initiate a structured notification process to inform the manufacturer and provide an opportunity to correct the issue.

All notifications are sent using the contact information provided in the manufacturer's MyDLC account or other available contact information.

Figure 8: Logo Violation Enforcement Timeline



First Notice

The DLC issues a First Notice identifying:

- The nature of the violation
- The affected products or materials
- Required corrective actions

The First Notice initiates the enforcement process. Upon issuance, the DLC may place the manufacturer's account on hold, restricting the processing of applications until the issue is resolved.

Second Notice

If the manufacturer does not respond within ten (10) business days, the DLC issues a Second Notice reiterating the violation and required actions.

Final Notice
If the manufacturer does not respond within five (5) business days of the Second Notice, the DLC issues a Final Notice indicating that enforcement actions may follow.

Failure to Respond
If the manufacturer does not respond after repeated notices, the DLC will proceed with enforcement actions without further notice.

9.6. Resolution and Enforcement

If the manufacturer responds, the DLC evaluates whether corrective actions resolve the violation.

- If resolved:
  The DLC confirms resolution, lifts any hold, and closes the case.
- If not resolved:
  The DLC continues engagement or escalates enforcement actions.

If the manufacturer fails to respond or resolve the issue, the DLC may take one or more of the following actions:

- Delisting affected products from the QPL
- Maintaining or extending account holds
- Posting a public notice
- Suspending participation in DLC programs
- Assessing administrative or legal fees

9.6.0. Account Hold Process

A manufacturer may be placed on hold beginning with the issuance of the First Notice. While on hold:

- New applications may not be submitted or processed
- Applications currently under review may be paused
- Restrictions may extend to related entities (e.g., private labelers or test labs)

The hold remains in effect until the DLC determines that corrective actions are complete and acceptable.

9.6.1. Public Notices

The DLC may issue a public notice to inform stakeholders of logo or trademark misuse. Public notice may be used when:

- The manufacturer does not have an active DLC account
- The manufacturer has not listed products within a defined timeframe
- The manufacturer fails to respond to notification attempts
- The manufacturer refuses to correct the violation

Public notices identify the company and describe the violation to clarify that the product(s) have not been verified by the DLC.

If the violation is resolved, the public notice may be updated or archived accordingly.

9.6.2. Suspension and Additional Enforcement Actions

For repeated or severe violations, the DLC may impose suspensions or additional penalties. Suspension may include:

- Temporary prohibition from submitting new applications
- Suspension of existing listings
- Delisting of products

Suspension duration may be determined based on the number and severity of violations within a rolling 24-month period:

- Two-month suspension
    - Three (3) high-priority violations, or
    - Four (4) low-priority violations
- Four-month suspension (and potential fine up to $1,000)
    - Four (4) high-priority violations, or
    - Five (5) low-priority violations
- Six-month suspension (and potential fine up to $1,500)
    - Five (5) high-priority violations, or
    - Six (6) low-priority violations

Fines to recover administrative or legal costs associated with enforcement may be applied at the discretion of the DLC.

Additional enforcement actions may be applied on a case-by-case basis, particularly for violations involving trademark infringement or intentional misrepresentation.

9.6.3. Logo Compliance Issues Identified During Application Review

Logo compliance issues identified during application review are not formally processed within the application workflow and do not impact the outcome of the application review.

Reviewers may, at their discretion:

- Inform the applicant of a potential issue
- Refer the issue to the logo compliance enforcement process

There is no requirement for reviewers to track or resolve logo compliance issues during application review. Identified issues may instead be investigated separately through the standard enforcement process described in this section.

10 Product Misrepresentation

10.1. Introduction

The product misrepresentation policy ensures that listed products continue to match the information submitted during qualification and remain aligned with the applicable DLC Technical Requirements. It applies when product documentation, marketplace claims, or other evidence suggest that a product's performance, features, components, or configuration may have changed in a way that affects its qualification or makes it materially different from the product originally listed.

10.2. Reporting and Identification

Stakeholders may report suspected product misrepresentation using the DLC reporting form or by contacting the DLC directly at info@designlights.org. Reports may include supporting materials such as specification sheets, marketing materials, product images, or other documentation.

In addition to external reports, the DLC may identify potential product misrepresentation through routine program activities, including:

- Review of product specification sheets and marketing materials
- Observations during routine quality monitoring or application review
- Comparison of marketplace claims with QPL-listed data

The DLC will review reports and internally identified issues to determine whether further investigation is warranted.

10.3. Investigation and Review

If a potential issue is identified, the DLC will conduct an investigation to assess whether a product differs materially from the information submitted during qualification or listed on the QPL.

The investigation may include:

- Reviewing marketing materials, specification sheets, and product documentation
- Comparing marketplace claims against submitted application materials and QPL data
- Evaluating whether product features, performance, or configurations align with those originally qualified

Because of the variability in product documentation and marketing practices, each case is evaluated individually. No two cases of product misrepresentation are identical, and the DLC will consider the full context of the claim during its review.

10.4. Determination of Misrepresentation

Based on the findings of the investigation, the DLC will determine whether product misrepresentation has occurred.

Conditions that may indicate product misrepresentation include, but are not limited to:

- Marketing materials that claim product features or performance not supported by submitted qualification data
- Claims that would require additional testing or DLC review but were not disclosed during application
- Product configurations or components that differ from those submitted during qualification
- Products that do not ship with required components associated with DLC-listed model numbers
- Marketing materials that report performance inconsistent with DLC Technical Requirements

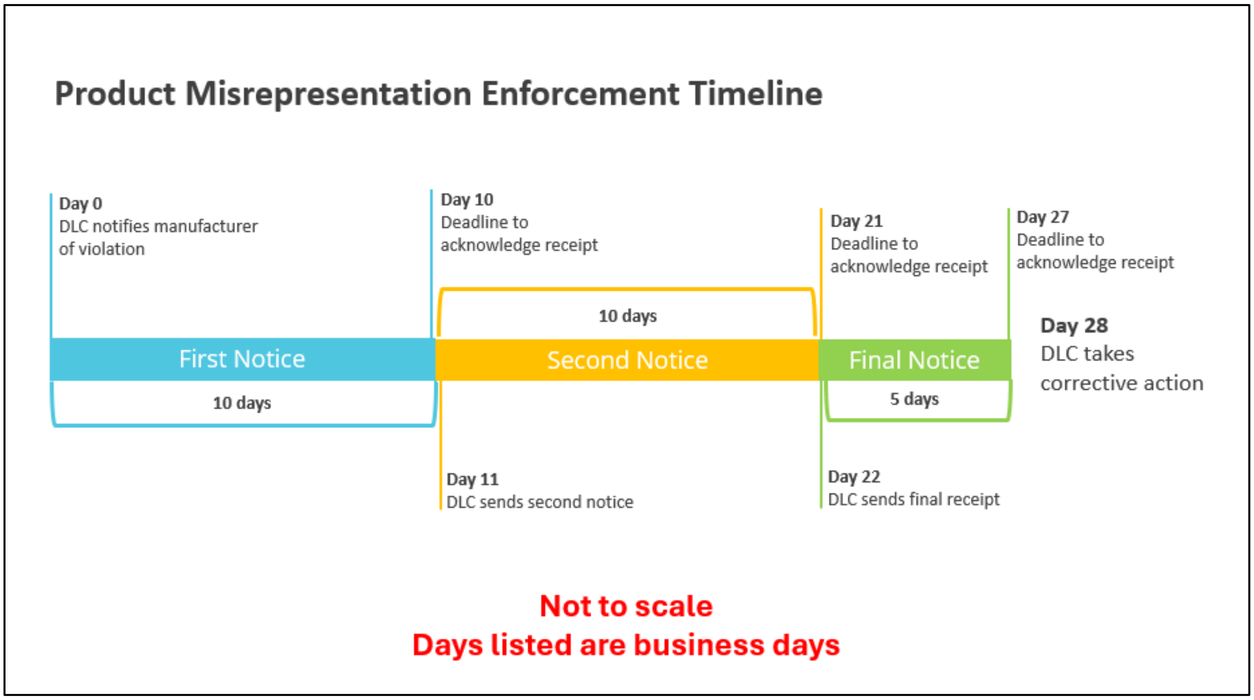
If the DLC determines that product misrepresentation has not occurred, the investigation will be closed with no further action.

If misrepresentation is confirmed, the DLC will determine the appropriate corrective actions based on the nature and severity of the issue.

10.5. Notification and Escalation

If product misrepresentation is confirmed, the DLC will initiate a structured notification process to inform the manufacturer and provide an opportunity to correct the issue.

Figure 9: Product Misrepresentation Enforcement Timeline



First Notice

The DLC issues a First Notice identifying:

- The nature of misrepresentation
- The affected products or model numbers
- Required corrective actions

The manufacturer is expected to acknowledge receipt of the notice and begin corrective action.

Upon issuance of the First Notice, the DLC may place the manufacturer's account on hold, restricting the processing of applications until the issue is resolved.

Second Notice

If the manufacturer does not respond within ten (10) business days of the First Notice, the DLC issues a Second Notice reiterating the misrepresentation and required actions.

Final Notice

If the manufacturer does not respond within five (5) business days of the Second Notice, the DLC issues a Final Notice indicating that enforcement actions may follow.

Failure to Respond

If the manufacturer does not respond after repeated notices, the DLC may proceed with enforcement actions without further notice.

10.6. Resolution and Enforcement

If the manufacturer responds, the DLC will evaluate whether corrective actions sufficiently resolve the misrepresentation. See *Table PM-1* for a list of corrective actions and their associated timeframes.

Table PM-1: Manufacturer Corrective Action Timeframes

Corrective Action	Days to Comply
Update reported data on QPL	10
Submit an update application	10 days to open update application, 30 days to submit all required documentation
Update marketing materials/removing inaccurate information from the marketplace	10
Other	Determined on a case-by-case basis

- **If corrective actions are sufficient:**
  The DLC confirms resolution, lifts any account hold, and closes the case.
- **If corrective actions are insufficient:**
  The DLC provides additional guidance and continues working with the manufacturer until compliance is achieved.

10.6.0. Clarification and Dispute of Findings

Manufacturers may contest a finding of product misrepresentation by providing documentation demonstrating that the product, as marketed, aligns with the information submitted during qualification or is otherwise compliant with DLC requirements.

Any such response must include clear and substantiated evidence. The DLC will review the submitted evidence and determine, at its sole discretion, whether the evidence sufficiently demonstrates that misrepresentation has not occurred or has been adequately resolved.

This process is intended to allow clarification of discrepancies identified during review and does not constitute a formal appeal of a test result or independent verification process.

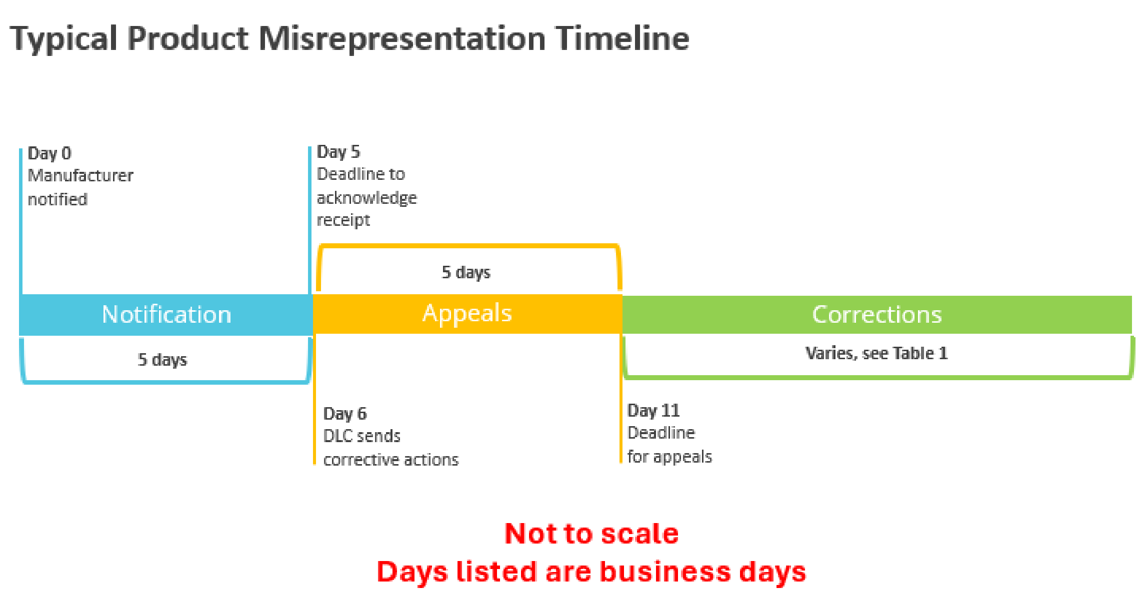
10.6.1. Failure to Resolve

If the manufacturer fails to resolve the issue or does not provide adequate evidence of corrective action within the specified timeframe, the DLC may take one or more enforcement actions, including:

- Delisting affected products from the QPL
- Delisting associated product families or private label variants
- Maintaining or extending account holds
- Requiring submission of new product applications for re-listing
- Suspending participation in DLC programs

If a misrepresented product is a parent product, associated child products will also be subject to delisting.

Figure 10: Typical Product Misrepresentation Timeline



11 Policy Clarifications and Updates

Table 1: Policy Clarifications and Updates

Date Updated	Subject	Change Type	Description	Affected Page(s)