



NIICAPTM

NACE INTERNATIONAL INSTITUTE

CONTRACTOR ACCREDITATION PROGRAM

NIICAP ACCREDITATION CONTRACTOR APPLICATION PACKAGE

- **AS-1-F Program** for Accreditation of Field Coatings Contractor
- **AS-1-S Program** for Accreditation of Shop Coatings Contractor
- **AS-2 Program** for Accreditation of a Coating Contractor's Hazardous Waste Removal and Management Program
- **AS-3 Program** for Accreditation of Employer Coating Applicator Training Programs

Table of Contents

1. Introduction	2
2. Scope	2
3. Initial, Maintenance, or Renewal Accreditation Application Procedures	2
4. Accreditation Cycles	3
5. Renewal and Maintenance Accreditation Application Procedures	3
6. Contractor Responsibilities Prior to, During, and After an Audit.....	3
7. Audit Scheduling and Program Fees Related to Cancellation/Postponement of Audits, and Suspension or Discontinuation of Applicant/Audit Process	4
8. Contractor NIICAP AS-1, AS-2, and/or AS-3 Accreditation Application.....	5
9. Work Experience Form	7
10. Company Officers' Information Sheet	8
11. Contractor Specific References and Internal Instructions or Manuals.....	9
12. Contractor Information Sheet	10
13. Contractor Facility Information Sheet.....	11
14. Attachment A: NIICAP Code of Professional Conduct.....	12
15. Attachment B: NIICAP Agreement With Contractor Applicants	13

1. INTRODUCTION

- 1.1. This application contains the information necessary to apply for NIICAP AS-1, AS-2 and AS-3 accreditation. For any questions regarding this application contact Ariela Clagett by email Ariela.clagett@nace.org or telephone +1 281-228-6274.

2. SCOPE

- 2.1. NIICAP accreditation is based on requirements shown in NIICAP Audit Standards AS-1, AS-2 and AS-3.
 - 2.1.1. AS-1 provides a core accreditation for the capability to perform surface preparation and coating/lining application processes either in shop or in the field. After achieving the baseline accreditation, contractors may seek additional NIICAP accreditations.
 - 2.1.2. AS-2 provides accreditation of Hazardous Waste Removal and Management Programs.
 - 2.1.3. AS-3 provides accreditation of Employer Coating Applicator Training Programs.
- 2.2. A NIICAP accreditation does not ensure, guarantee or certify that a contractor will perform in a professional, efficient, contracted, or ethical manner. NIICAP provides a point-in-time audit report of a contractor's capabilities to meet the accreditation requirements of NIICAP. NIICAP does not provide a guarantee of contractor performance.

3. INITIAL, MAINTENANCE, OR RENEWAL ACCREDITATION APPLICATION PROCEDURES

- 3.1. The Initial and Renewal application processes provide very thorough reviews of management processes, documentation, and recordkeeping, and also provide an extensive shop/field audit of work practices, equipment availability, condition and use. See Section 5 of NIICAP Auditing Standards AS-1, AS-2, or AS-3, as applicable to your application, to verify you have included the specific documentation required with this application.
- 3.2. Submission Process Overview for Initial Application to NIICAP
 - 3.2.1. The contractor applicant obtains, completes, and submits the Initial application form, Admin Fees, supplemental forms and required documentation. The following forms must be completed and submitted to the NIICAP Administrator in PDF format:
 - 3.2.1.1. Contractor application form (this document, beginning Section 8).
 - 3.2.1.2. Work experience form and detail of owners and projects as required on work experience form (Section 9).
 - 3.2.1.3. Company officers' information sheet, and information on each of the principle company officers and management team members (Section 10).
 - 3.2.1.4. Work specifications for all planned and working jobs within the last 12 months (there is no form for this submission).
 - 3.2.1.5. Contractor-specific references such as internal instructions or manuals needed to complete the administrative review and the shop/field audit (Section 11).
 - 3.2.1.6. Contractor's information sheet (Section 12).
 - 3.2.1.7. Contractor facility information sheet for each facility (Section 13).
 - 3.2.1.8. **Signed NIICAP Accredited Coatings Contractor Code of Conduct (see Attachment A).**
 - 3.2.1.9. **Signed NIICAP Agreement with Contractor Applicants (see Attachment B).**
- 3.3. Submitting a NIICAP Application
- 3.4. Submit a digital PDF copy of your complete application package, along with the fees matching the fee page that is in Section 8 of this application, by email to info@niicap.net.

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4. ACCREDITATION CYCLES

- 4.1.** NIICAP AS-1, AS-2 and AS-3 accreditations have the same accreditation cycle.
- 4.2.** The cycle is an Initial accreditation, followed by two Maintenance accreditations. The cycle starts over in the fourth year with a Renewal accreditation, followed by two Maintenance accreditations. The cycle then repeats itself.
- 4.3.** Each NIICAP AS-1, AS-2, and AS-3 accreditation (Initial, Maintenance, and Renewal) is valid for one (1) year unless terminated through due processes described in the NIICAP Policy and Procedures Manual.
- 4.4.** For NIICAP AS-1 accreditation, contractors that maintain an overall score of 4.0 or greater for the Administrative Practices Section of the audit, and an overall score of 4.0 or greater for the Technical Execution Section of the audit, for three (3) consecutive audits of which one (1) audit is conducted during an Initial or Renewal phase, receive a 5-Star rating awarded by NIICAP.
 - 4.4.1.** Each AS-1 Maintenance audit will be less intensive and performed at a discounted fee for contractors that hold a 5-Star rating.

5. RENEWAL AND MAINTENANCE ACCREDITATION APPLICATION PROCEDURES

- 5.1.** The following provisions do not apply to the Initial application; however, they apply to the Maintenance and Renewal applications.
- 5.2.** The expiration date of the contractor's accreditation is one year from the month and day on which the Initial accreditation was achieved. The Maintenance or Renewal application must be received by the NIICAP Administrator sixty (60) days prior to the contractor's expiration date to avoid interruption of the accreditation status.
- 5.3.** NIICAP will provide a one-hundred-twenty (120) day and ninety (90) day notice of the contractor's Maintenance or Renewal accreditation date via email to the contractor's point of contact email address on file with the NIICAP Administrator.
- 5.4.** A late fee of \$250 will be assessed if the Maintenance or Renewal application is received on the accreditation date through a forty-five (45) day period after the contractor's expiration date.
- 5.5.** Accreditation status is subject to immediate termination if a Maintenance or Renewal application is not received after forty-five (45) calendar days from the expiration date.
- 5.6.** If time permits, processing of a late Maintenance or Renewal application may be expedited for a late fee of \$750, to avoid interruption of the accreditation status. Whether a late application can be accommodated is at the discretion of the NIIBS management.
- 5.7.** If the contractor has multiple accredited locations, each Initial, Maintenance, and Renewal accreditation must rotate among the facilities. See the relevant auditing standard for more information.

6. CONTRACTOR RESPONSIBILITIES PRIOR TO, DURING, AND AFTER AN AUDIT

- 6.1.** Be familiar with the applicable NIICAP audit standards, and perform an in-house audit using the applicable audit spreadsheets prior to submission of the application.
- 6.2.** Complete the NIICAP application and supplemental sheets, provide the requested documents with the application, and include the required admin fees prior to NIICAP reviewing the application. Documentation and date required in this application must also be available at the job site and at the contractor's headquarters.
- 6.3.** Provide six (6) months history of performing marine or industrial projects for the Initial application. For all Maintenance and Renewal applications provide history since last application.

continued on next page

- 6.4. Ensure project and audit scheduling that allows the auditor to observe a major surface preparation and a major coating/lining application during the shop/field portion of the audit. Shop/field portion of the audit should be started within twenty-eight (28) days of completion of the administrative (application) review by NIICAP.
- 6.5. Ensure the appropriate personal are available during the headquarters and jobsite visits to answer questions about management programs, training, safety and health and other functions covered in the NIICAP audit standards.
- 6.6. Ensure that specifications and records are available for (1) all jobs that have been reported, and (2) all employee and manager training and experience indicated at the headquarters and jobsite, as defined in the NIICAP audit standards.
- 6.7. Ensure the appropriate managers are available, for the out brief and to develop proposed corrective or preventive actions, as necessary, after the audits.
- 6.8. Immediately report to the NIICAP Administrator any significant management changes, detrimental findings, violations, accusations based on owner reporting, or regulatory inspections or regulatory actions. (Contact the NIICAP Administrator at info@niicap.net for form Contractor_Rev_FormA.)
- 6.9. Assume financial responsibility of NIICAP fees related to additional travel, follow-up verification, correction actions, or return visits.

7. AUDIT SCHEDULING AND PROGRAM FEES RELATED TO CANCELLATION/ POSTPONEMENT OF AUDITS, AND SUSPENSION OR DISCONTINUATION OF APPLICANT/AUDIT PROCESS

- 7.1. Applicants in any phase of the accreditation cycle will be required to have a completed audit within sixty (60) calendar days from the time that the NIICAP Administrator sends notification to the contractor applicant that the application review phase has been completed. NIICAP management will select and schedule auditor(s) to conduct the scheduled audit. The contractor applicant has fifteen (15) days prior to the date of the authorized, scheduled audit event to request that the audit be canceled or rescheduled, without financial charge. If this window is not met, the financial charge for rescheduling will be equal to the audit fees and non-reimbursable travel expenses incurred by NIIBS, plus a \$150 rescheduling fee.
- 7.2. After the pre-audit/administrative review begins, and before it is concluded, the auditor(s) may determine and inform the contractor applicant of deficiencies that may cause the contractor applicant to seek more time to prepare for the audit stage. The contractor applicant has fifteen (15) days to respond to official communication from the Chief Auditor that occurs prior to the written finalization of the pre-audit/administrative review. In addition, the contractor applicant must inform the NIICAP Administrator, in writing, that it will use up to one-hundred-eighty (180) calendar days (from the time of last official communication from the Chief Auditor) before resuming the pre-audit/administrative review phase. After one-hundred-eighty (180) calendar days, NIICAP will not be obligated to retain the original application, and the contractor applicant will be required to restart the application process, including submission of a new application package with administrative fees.

continued on next page

8. CONTRACTOR NIICAP AS-1, AS-2, and/or AS-3 ACCREDITATION APPLICATION

8.1. Please answer all questions completely to avoid delay in processing your application.

8.2. What audit is next in your cycle? (See Section 4)

Initial Audit Maintenance Audit 1 Maintenance Audit 2 Renewal Audit

***Note:** AS-1 Field or Shop is a prerequisite for AS-2 or AS-3 accreditation; however, NIICAP recommends that contractors desiring AS-2 or AS-3 accreditation apply for all desired accreditations at the same time to reduce the contractor's time and expense.

[Click here for full Fee Sheet](#)

	Initial Audit	Maintenance Audit	Renewal Audit (Including 5-Star Contractors)
	PreAudit + 3-day site audit	PreAudit + 2-day site audit	PreAudit + 3-day site audit
INDIVIDUAL ACCREDITATIONS (IN USD)			
AS-1-F: NIICAP Accredited Field Coating Contractor			
Field Admin Fee	\$3,000	\$2,500	\$3,000
Field Review/Audit Fee <i>(Invoiced Separately)</i>	\$3,250	\$2,700	\$3,000
Total AS-1-F Field Audit	\$6,250	\$5,200	\$6,000
AS-1-S: NIICAP Accredited Shop Coating Contractor			
Shop Admin Fee	\$2,250	\$2,000	\$2,000
Shop Review/Audit Fee <i>(Invoiced Separately)</i>	\$3,000	\$2,500	\$3,000
Total AS-1-S Shop Audit	\$5,250	\$4,500	\$5,000
AS-2: NIICAP Hazardous Waste Removal and Management Accreditation			
If conducted independent of Shop or Field Audit (Length of onsite audit varies)	\$4,000	\$3,500	\$4,000
AS-3: NIICAP Accredited Employer Training Program for Coating Applicators			
AS-3 Training Accreditation Admin Fee	\$3,000	\$1,250	\$3,000
AS-3 Training Accreditation Review/Audit Fee (All) <i>(Invoiced Separately)</i>	\$4,000	\$2,800	\$3,000
AS-3 Training Mark Review Audit Fee/Small Contractor <i>(Invoiced Separately)</i>	\$3,000	\$2,000	\$2,500
ACCREDITATION PACKAGES (IN USD)			
AS-1-F and AS-1-S Audits (Field and Shop)			
Admin Fee	\$3,500	\$3,000	\$3,500
Audit Fee <i>(Invoiced Separately)</i>	\$4,250	\$3,700	\$4,000
TOTAL:	\$7,750	\$6,700	\$7,500
AS-1-F, AS-1-S and AS-2 Audits (Field, Shop and HazMat)			
Admin Fee	\$4,750	\$4,250	\$4,750
Audit Fee <i>(Invoiced Separately)</i>	\$5,150	\$4,600	\$4,900
TOTAL:	\$9,900	\$8,850	\$9,650
AS-1-F and AS-2 Audits (Field and HazMat)			
Admin Fee	\$4,250	\$3,750	\$4,250
Audit Fee <i>(Invoiced Separately)</i>	\$4,150	\$3,600	\$3,900
TOTAL:	\$8,400	\$7,350	\$8,150

PAYMENT INFORMATION *(check one)* **TOTAL PAYMENT AMOUNT:** _____

Check—Make check payable to NIICAP. Mail check and completed application to NIICAP, 15835 Park Ten Place, Houston, TX 77084

Check Number: _____ Check Amount: _____

Wire Transfer—Contact FirstService for wire instructions at 281-228-6292 or firstservice@nace.org. When sending your wire transfer payment, please indicate the Company and or Point of Contact name, customer or member ID on the wire and email a copy of the confirmation to wirenotifications@nace.org.

Credit Card

Credit Card Type: Visa Mastercard American Express Discover

Credit Card #: _____ CCV: Exp Date: _____

Cardholder's Name: _____

Signature: _____

8.3. CONTRACTOR POINT-OF-CONTACT FOR AUDIT INFORMATION AND SUPPORT:

8.3.1. Name: _____

8.3.2. Business Phone: _____

8.3.3. Cell Phone: _____

8.3.4. E-mail Address: _____

8.4. CONTRACTOR PRIMARY BUSINESS LOCATION (*this is the location where the initial audit will occur unless decided otherwise by the Chief Auditor following a ranking of contractor's facilities– see the relevant auditing standard*):

8.4.1. Company Name: _____

8.4.2. Primary Business Address: _____

City: _____

State/ Province and Zip/Postal Code: _____

Country: _____

8.4.3. Employer Identification Number (EIN): _____

8.4.4. Company Website: _____

8.4.5. Company Phone: _____

8.5. ADDITIONAL BUSINESS LOCATIONS, OTHER THAN THE PRIMARY LOCATION, WHERE CONTRACTOR SEEKS CONCURRENT ACCREDITATION STATUS (*attach PDFs of completed additional sheets as necessary*):

8.5.1. Business Name (*if different from above*): _____

8.5.2. Secondary Business Address: _____

City: _____

State/ Province and Zip/Postal Code: _____

Country: _____

8.5.3. EIN (*if different from above*): _____

8.5.4. Website (*if different from above*): _____

8.5.5. Business Phone (*at this facility*): _____

8.6. BUSINESS HISTORY:

8.6.1. Other Business Names Used in the past 24 month: _____

8.6.2. Other Business Name: _____

8.6.3. Other Business Address: _____

City: _____

State/ Province and Zip/Postal Code: _____

Country: _____

8.6.4. Company Website: _____

8.6.5. Business Phone (*for this company*): _____

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8.7. CONTRACTOR BUSINESS MODEL:

- 8.7.1. Publicly held Corporation
- 8.7.2. Corporation: C-Corp, S-Corp, LLC
- 8.7.3. Sole Proprietorship
- 8.7.4. Partnership

9. WORK EXPERIENCE FORM

9.1. List all projects performed by contractor’s business in the past six (6) months or minimum of five (5) projects, whichever is greater, starting with current or most recent jobs and going backwards. For Maintenance or Renewal audits, list all projects performed by your company since the last audit. List all current and planned projects. Note the projects currently in process where surface preparation and coating/lining application can be observed. Include a copy of the work specification for each listed project. Make additional copies of this sheet as required and submit in PDF format.

9.2. CURRENT AND RECENT PROJECTS:

- 9.2.1. Asset Owner’s Name: _____
- 9.2.2. Owner’s Point of Contact Address: _____
 City: _____
 State/ Province and Zip/Postal Code: _____
 Country: _____

9.3. OWNER’S POINT OF CONTACT:

- 9.3.1. Name: _____
- 9.3.2. Business Phone: _____
- 9.3.3. Cell Phone: _____
- 9.3.4. E-mail Address: _____
- 9.3.5. Project Address or Location: _____
 City: _____
 State/ Province and Zip/Postal Code: _____
 Country: _____
- 9.3.6. Project Start Date: _____ Complete Date: _____
- 9.3.7. Project Details: _____
 - 9.3.7.1. Provide Project Specification for all current or recent projects.
 - 9.3.7.2. Approximate Square Feet: _____
 - 9.3.7.3. Project Description (*Surface Preparation methods, surface cleanliness standard, coating/lining applied, application method, and quality control direction for each different application or area on the project*):

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10. COMPANY OFFICERS' INFORMATION SHEET:

10.1. Provide the requested information for each company officer or program manager as described in the AS-1 Auditing Standard (available at www.niicap.net). If applying for AS-2 or AS-3 accreditation, provide any additional information applicable to the auditing standards. The functions assignments may be combined; however all of the functions must be addressed. Ensure the officers or managers responsible for the following functions are listed.

- 10.1.1.** Chief Executive Officer.
- 10.1.2.** Quality Assurance.
- 10.1.3.** Training Manager.
- 10.1.4.** Training Instructor(s).
- 10.1.5.** Environmental, Safety, and Health.
- 10.1.6.** Hazardous Material/Hazardous Waste.
- 10.1.7.** Competent Person.
- 10.1.8.** Qualified Person.

10.2. Management Positions (*make additional copies of this sheet for each manager listed and submit in PDF format*)

- 10.2.1.** Position Title: _____
- 10.2.2.** Name of Title Holder: _____
- 10.2.3.** Business Phone: _____
- 10.2.4.** Cell Phone: _____
- 10.2.5.** E-mail Address: _____
- 10.2.6.** Work Address: _____
 City: _____
 State/ Province and Zip/Postal Code: _____
 Country: _____
- 10.2.7.** Position Description: _____
- 10.2.8.** Expected or required Training, Certification, Experience:

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11. CONTRACTOR SPECIFIC REFERENCES AND INTERNAL INSTRUCTIONS OR MANUALS

- 11.1.** Include an electronic copy of references developed or used by your company. Some of the references may be combined into one document instead of being stand-alone documents. If so, ensure the submission is identified by the subject or subjects it covers. Refer to Section 7 of NIICAP Audit Standard AS-1 for detailed requirements for each subject below.
- 11.2. Required Subjects:**
 - 11.2.1.** Statement of Quality,
 - 11.2.2.** Organizational Chart,
 - 11.2.3.** Mishap Investigation Policy,
 - 11.2.4.** Quality Assurance Manual,
 - 11.2.5.** Quality Control data collection sheets or programs and instructions for use,
 - 11.2.5.1.** Cleanliness verification,
 - 11.2.5.2.** Surface preparation verification including profile and soluble contaminants if applicable,
 - 11.2.5.3.** Coating/Lining application verification including DFT readings,
 - 11.2.5.4.** Environmental readings.
 - 11.2.6.** Discrepancy management procedure.
 - 11.2.7.** Planning and Estimating Manual, instructions, or spread sheets.
 - 11.2.8.** Work break down structure for tracking completion rates and prerequisites.
 - 11.2.9.** Hazardous material and/or hazardous waste management manuals.
 - 11.2.10.** Material tracking direction, database, or spread sheet examples.
 - 11.2.11.** Training plan for all required training in Appendix A of Auditing Standard AS-1.
 - 11.2.12.** If using commercial training identify company and classes utilized.
 - 11.2.13.** Lesson plan for any in-house training.
 - 11.2.14.** Written policy on use of surface preparation or coating/lining application subcontractors.
 - 11.2.15.** Technical requirements document, method of transferring specification language into technical direction for workers.
 - 11.2.16.** Any inspection forms, reminder sheets, or process check sheets used to verify compliance with requirements.

12. CONTRACTOR INFORMATION SHEET

- 12.1.** Provide documentation on letterhead or a cover sheet and declarations page generated by the company providing the information or service addressing the subjects below. Documentation should include a point of contact phone number.
- 12.2.** Current Experience Modification Rate (EMR) used for insurance purposes.
- 12.3.** Current bonding status, bond company and policy number.
- 12.4.** Current insurance policy cover sheet and declarations sheet.
- 12.5.** Information on any national, HSE, and state/province or local citations or notices of violation (pending or final) received within the last forty-eight (48) months for an Initial application and within the last eighteen (18) months for Renewal or Maintenance applications.

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- 12.6.** Information on any outstanding or known pending legal actions against the contractor business, owners, or key managers, related to business practices, event, or activity, or ethics.
- 12.7.** Submit a copy of internal audits performed within the past six (6) months using NIICAP AS-1 check sheet, SSPC QP-1 check sheet, or similar comprehensive audit form.
- 12.8.** Submit an explanation covering any of the following conditions either being planned or implemented within the last twenty-four (24) months:
 - 12.8.1.** Significant change in company officers.
 - 12.8.2.** Acquisition of another contracting company that is now under the company structure being audited.
 - 12.8.2.1.** Provide company name, address, and point of contact information for any separate company that is owned and operated independent of the company being audited; however, the accreditation and endorsements will not apply to that company.
 - 12.8.3.** Acquisition of the company being audited by another company.
 - 12.8.4.** Other actions that result in a change in ownership.
 - 12.8.5.** Other actions that result in a significant change in management practices.
 - 12.8.6.** List the primary industries or type of projects that your company performs work on.

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13. CONTRACTOR FACILITY INFORMATION SHEET:

13.1. In some cases a contractor has multiple fixed facilities or remote worksites that may use different control procedures and equipment. Provide information for each facility or worksite where surface preparation and coating/lining application was performed within the last six (6) months, as required below. NIICAP will perform a technical review based on the submitted documentation and develop a list ranking the facilities.

13.2. Required information:

13.2.1. A physical description of each facility or remote work sites including square footage, details on surface preparation facility, coating facility, and curing location or worksite conditions.

13.2.2. Emergency Action Plan.

13.2.3. Environmental controls during surface preparation, coating, and cure.

13.2.4. The applicable policies, quality assurance practices, process instructions, and trade skills training program performed in the facility. If multiple facilities or remote work sites use exactly the same instructions only one set of instructions is required. If there is any difference between instructions from one facility or remote work sites to another, a set of each of the differing instructions must be submitted with an indication of which facility uses which instructions.

13.2.5. Average number of employees, including temporary employees, and sub-contracted workers performing surface preparation or coating/lining application tasks. Breakout the number of each category of worker listed above.

13.2.5.1. Number of full-time employees who perform application, by site.

13.2.6. Total throughput per site per month for the year; either defined by square footage throughput per month for each month covering a year or a dollar amount per month with an average cost per square foot processed. The intent is for NIICAP to define an approximate schedule to determine environmental risks based on throughput and the facility controls in place at the time of the work.

13.2.7. Technical support capability at each site.

13.2.7.1. Number of NACE International Institute CIP Level 3 inspectors or equivalent. Describe equivalency.

13.2.7.2. Number of technical support personnel available for decisions and direction.

NOTE: Technical support may be available from a remote location.

13.2.8. Is there someone on site who speaks English?

13.2.9. If not, what language is spoken in the work site?

13.2.10. There must be an interpreter available at the contractor's expense for communication in any other than the English language.

ATTACHMENT A

NIICAP CODE OF PROFESSIONAL CONDUCT (For Accredited Contractors)

I, the undersigned, on behalf of the contractor organization shown below, recognize and acknowledge that:

Objective audit practices validating: proper surface preparation, coating application and inspection, proper hazardous waste management and in-house training practices can be critical to the safety and welfare of the general public and industrial facilities.

Surface preparation and coating application is obligatory to maximize conservation of our material resources and to reduce economic losses.

The entire field of coatings encompasses many diverse skills and disciplines, and levels of technical competence, which must often be taken into consideration.

Through continual association and cooperation with others in the coatings field, the safest and most economical solutions may be found too many types of coating problems.

The quality of work and personal conduct of each NIICAP accredited organization reflects on the entire industry of coatings contractors, and the profession of coatings application.

Therefore, this NIICAP accredited organization, named below, agrees to:

Give first consideration in our coatings work to safety and public welfare.

Apply ourselves with diligence, thoroughness, and responsibility to our coatings work.

Pursue and complete our work with fairness, honesty, integrity, and courtesy, ever mindful of the best interests of the public, asset owner, NIICAP, the industry of coatings contractors, and all industry workers.

Not represent ourselves to be proficient concerning specific coatings-related work for which we are not qualified by knowledge and experience.

Avoid and discourage untrue, sensational, exaggerated, or unwarranted statements regarding our work.

Treat as confidential our knowledge of the business affairs or technical processes of clients, employers, or customers.

Inform customers of any affiliations, interests, or connections, which might influence, or appear to influence our judgment.

(Contractor Applicant), under the authority of

(Official Representative)

hereby agrees to uphold and abide by NIIBS' "NIICAP Code of Professional Conduct" for accredited organizations so long as it is accredited by NIICAP. We understand that failure to fully comply with the NIICAP Code of Professional Conduct is a sufficient reason for a reprimand, suspension, revocation, or denial of a NIICAP accreditation.

Official Business Name of the Contractor:

Name of Company Representative with Binding Authority for the Contractor:

Signature thereof: _____

Date: _____

ATTACHMENT B

NIICAP AGREEMENT WITH CONTRACTOR APPLICANTS

This Agreement ("Agreement") is entered into by and between NIIBS International Institute Business Services, LLC (hereinafter referred to as "NIIBS"), located at 15835 Park Ten Place Dr., Houston, Texas, USA, 77084, and the coatings contractor company "Contractor Applicant" that is applying for accreditation in NIIBS' program titled the NACE International Institute Contractor Accreditation Program ("NIICAP").

The Contractor Applicant certifies, to the best of his/her knowledge and belief that the Contractor Applicant and/or any of its key management (1) have not within a two (2) year period preceding this application, been convicted of or had a civil judgment rendered against them for committing a criminal offense in connection with job performance or business practices, including violation of any federal, national, provincial, or state antitrust statutes relating to business practices, and (2) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with committing of any of the offenses above.

CONTRACTOR APPLICANT AGREES TO THE TERMS AND CONDITIONS REFERENCED HEREIN. THIS AGREEMENT IS NOT EFFECTIVE UNTIL AN AUDIT DATE HAS BEEN SCHEDULED AND CONFIRMED IN WRITING BY NIIBS PERSONNEL. THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE DURATION OF THE CONTRACTOR APPLICANT'S PARTICIPATION IN, OR RECOGNITION BY, NIICAP, UNLESS REVOKED BY NIIBS MANAGEMENT, OR THE CONTRACTOR APPLICANT TERMINATES PARTICIPATION IN NIICAP VIA WRITTEN NOTIFICATION TO THE NIICAP ADMINISTRATOR. IN THE EVENT THAT CONTRACTOR APPLICANT DOES NOT ACHIEVE ACCREDITATION AND CONCLUDES AVAILABLE APPEALS PROCESSES UNFAVORABLY, THIS AGREEMENT SHALL BE CONSIDERED TERMINATED.

WHEREAS, NIIBS has developed and manages an industry accreditation program known as "NIICAP" which provides the framework, methods, and required attributes for assessing the business practices, personnel availability, training practices, equipment availability, and company history to provide accreditation of a marine or industrial coatings contractor; and

WHEREAS, Contractor Applicant is seeking accreditation by NIICAP for the purposes of publicly demonstrating that it follows best practices in managing its coating contractor business or businesses;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. ACCREDITATION

- 1.1. In submitting the NIICAP accreditation application package to the NIICAP Administrator, the Contractor Applicant agrees to be audited by NIIBS, and that all reports and accreditation arising out of the NIICAP audit and accreditation process shall be the sole and exclusive property of NIIBS, and that NIIBS shall have the right to publish, disseminate or otherwise distribute such reports and accreditation information and results, provided that nothing herein shall affect Contractor Applicant's proprietary rights as set forth in this Agreement.

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- 1.2. Contractor Applicant agrees that the terms of accreditation conferred by NIICAP, in the event the Contractor Applicant achieves accreditation, is governed by the NIICAP Policies and Procedures Manual, which is incorporated by reference and made a part of this Agreement. Accreditation is for a duration of one (1) year unless the accreditation status is suspended, withdrawn, or cancelled in accordance with the NIICAP Policies and Procedures Manual. Contractor Applicant agrees that an accreditation is conferred or terminated as determined by the NIICAP oversight bodies and NIIBS personnel in accordance with the NIICAP Policies and Procedures Manual.
- 1.3. Interim Audits. During the term of an accreditation, NIICAP auditors may conduct spot audits, at the discretion of NIIBS management, to ensure the Contractor Applicant is conducting business in accordance with NIICAP principles. Prior notice is not required for spot audits conducted during the term of accreditation.
- 1.4. The term of NIICAP accreditation shall be extended for an additional one (1) year period upon Contractor Applicant's (a) timely payment of program fees, (b) achieving acceptable or superior audit scores via criteria set forth in the NIICAP auditing standard, and (c) demonstrating compliance with NIICAP rules and standards, which are incorporated by reference and made a part of this Agreement.
- 1.5. In the event Contractor Applicant disagrees with an audit report, Contractor Applicant shall notify the NIICAP Manager in writing, and NIIBS shall have, in its sole discretion, the right to review audit reports and determine whether accreditation should be granted in accordance with the NIICAP Policies and Procedures Manual.

2. TERMINATION

- 2.1. If during the Contractor Applicant's term of accreditation the Contractor Applicant is found, in a manner described in the NIICAP Policies and Procedures Manual, to be in violation of this Agreement or any of the elements of the NIICAP program, then NIIBS shall have the right to suspend, terminate, or withdraw the accreditation in accordance with processes set forth in the NIICAP Policies and Procedures Manual.
- 2.2. A Contractor Applicant may terminate its NIICAP accreditation in writing to the NIIBS Manager at any time.

3. ADDITIONAL AGREEMENTS

- 3.1. Proprietary Information. Contractor Applicant recognizes and acknowledges that: (a) in the course of a NIICAP pre-audit and audit, it may be necessary for Contractor Applicant to provide information which could include confidential and/or proprietary information belonging to Contractor Applicant or relating to Contractor Applicant's business affairs, including the confidential information of contractors with whom Contractor Applicant is working or from whom Contractor Applicant is soliciting business (collectively referred to herein as "Proprietary Information"); (b) that while the Proprietary Information is recognized as the property of Contractor Applicant, such confidentiality shall not be a reason for nondisclosure to the NIICAP auditors. It shall be the responsibility of Contractor Applicant to identify and to mark all such information as "Proprietary" prior to providing the Proprietary Information to the NIICAP auditors. Proprietary Information does not include information that is not (a) generally available to the public; (b) available to NIIBS on a non-confidential basis from a third-party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary duty; (c) in NIIBS' possession or known to NIIBS on a non-confidential basis prior to NIIBS' receipt from Contractor Applicant; or (d) required by law to be disclosed
- 3.2. Contractor Applicant shall not (a) solicit from any employee of NIIBS or its Service Providers, or any NIICAP auditor information concerning the outcome of the Contractor Applicant's audit or accreditation data; (b) influence or attempt to influence through the use of gifts, bribery or other similar tactics a favorable audit report for accreditation; and (c) communicate or otherwise associate with

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the NIICAP auditor or auditors during the pre-audit and audit periods, and for a reasonable period following the completion of an audit event with a NIICAP auditor.

- 3.3. Contractor Applicant shall comply with all relevant federal and state laws, rules, and regulations related to workplace safety and take reasonable steps to ensure the health and safety of any NIIBS representative or NIICAP auditor while on-site at Contractor Applicant facility for purposes of conducting an audit.

4. CONTRACTOR APPLICANT'S COVENANTS AND AGREEMENTS

- 4.1. Cooperation. Contractor Applicant agrees that it shall provide all information and documents reasonably requested of it by the NIICAP Administrator or auditors to complete the NIICAP pre-audit or audit.
- 4.2. Misuse of NIICAP Logo. A Contractor Applicant that has achieved NIICAP accreditation has the right, as defined in the NIICAP Policies and Procedures Manual and during the term of its accreditation, to use the NIICAP logo in its promotional efforts solely in connection with Contractor Applicant's accreditation. Any misuse of the NIICAP logo may, at NIIBS' sole discretion, result in suspension or termination of Contractor Applicant's accreditation.
- 4.3. Nonsolicitation of NIIBS Employees, Its Service Partners, or Its Contractors. Unless otherwise agreed by the parties in writing, Contractor Applicant agrees that during this Agreement it shall not solicit or hire any NIIBS employees, employees of NIIBS' Service Partners, or its contractors engaged in NIICAP activities.
- 4.4. Indemnity. Contractor Applicant agrees to indemnify, defend, and hold harmless NIIBS and its Service Providers, and its directors, officers, employees, representatives, and agents, from and against all claims, demands, causes of action, suits, settlements, judgments, and expenses (including reasonable attorneys' fees) incident to any of the foregoing for death, bodily injury, damage to property, or other damages of any kind arising from or in connection with (a) activities of the Contractor Applicant's directors, officers, employees, representatives, or agents; (b) the negligent performance of Contractor Applicant's obligations under this Agreement; or (c) breach of this Agreement by Contractor Applicant.
- 4.5. Authorization. By executing this Agreement, Contractor Applicant's representative represents and warrants his/her authority to bind the Contractor Applicant organization.
- 4.6. Waiver. Contractor Applicant agrees to release, discharge, and hold harmless NIIBS, its affiliates, including the NACE International Institute and NACE International, and Service Providers, and NIICAP Customers and owners of NIICAP Customers' field audit sites, from any and all liability that may arise, directly or indirectly, now or in the future, by reason of any injury to (including death), damage, loss, or expense incurred by CONTRACTOR or CONTRACTOR's employees, agents or representatives in connection with CONTRACTOR's or CONTRACTOR's employees', agents' or representatives' performance of this Agreement, including those caused solely or in part by the fault (including but not limited to negligence, gross negligence, and/or recklessness) of the above-named parties, at any and all Audit Sites set forth in Work Orders, including, but not limited to NIICAP Customers' facilities/work shop and field audit sites. None of the above-named parties shall bear any responsibility for the safety of CONTRACTOR, its personnel, employees, agents or representatives or personal property. NIIBS shall have no liability whatsoever for any indirect, consequential, special or incidental damages, regardless of how those damages are incurred.

5. WORK EXPERIENCE FORM

- 5.1. Conduct of Audits and Investigations. NIIBS represents that it will conduct all audits and investigations of Contractor Applicant for NIICAP accreditation in accordance with the NIICAP Policies and Procedures Manual.

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- 5.2. Non-Disclosure of Proprietary Information. NIIBS shall not misappropriate, disclose or make available any third party outside NIIBS, NIIBS' Service Providers, contractors, and auditors, either during the term of this Agreement or subsequent to the termination of this Agreement for any reason, any of Contractor Applicant's Proprietary Information, except as required in the performance of NIIBS obligations NIICAP accreditation of Contractor Applicant, without the prior written consent of Contractor Applicant.
- 5.3. Nonsolicitation of Contractor Applicant Employees. NIIBS agrees that during this Agreement it shall not, directly or indirectly, solicit or hire any Contractor Applicant employee, either as an employee, consultant, or expert witness, unless Contractor Applicant otherwise agrees in writing.

6. MISCELLANEOUS

- 6.1. Agreement in its Entirety. This Agreement represents the entire agreement and supersedes any and all prior or contemporaneous representations, statements or agreements of any kind, whether written or oral, made by or on behalf of either party. If any provision of this Agreement is unenforceable for any reason, it shall be amended rather than voided, if possible, to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and still enforceable.
- 6.2. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. All legal proceedings relating to the subject matter of the Agreement shall be subject to a court of competent jurisdiction within Harris County, Texas.
- 6.3. Notice. Any notice permitted or required by this Agreement shall be sent by email, courier (hand delivery, FedEx, UPS, etc.) or certified mail, return receipt requested, to the applicable address below or to such other address(es) as a party may designate in writing. In the event of mailing, a courtesy copy shall also be sent by email.
- 6.4. General Provisions. If any term of this Agreement shall be unlawful, void, or unenforceable, then that term shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 6.5. Assignment of Rights. No party may assign its rights or obligations under this Agreement without the express written consent of the other Party. The failure of a party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

NIIBS LLC

By: _____ Date: _____
Helena Seelinger, Manager

Contractor Applicant

Name of Organization: _____
Name of Binding Authority: _____
Title of Binding Authority: _____
Signature of Binding Authority: _____
Date: _____

—This is the End of the Application Form—

Ensure this form is complete, and save. Submit to info@niicap.net, along with your related .pdf documents. If you have any questions, please phone +1 281-228-6259.