



NACE INTERNATIONAL INSTITUTE

CONTRACTOR ACCREDITATION PROGRAM

(Part 1)

Overview and Instructions for Submitting Applications For:

- AS-1 F Program for Accreditation of Field Coatings Contractors
- AS-1 S Program for Accreditation of Shop Coatings Contractors
- 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

Overview and Instructions for Submitting Applications for Accreditation

1. INTRODUCTION

1.1. This document identifies the required submissions to perform an audit and achieve the following accreditations:

AS-1 F: Accreditation of Field Coatings Contractor

AS-1 S: Accreditation of Shop Coatings Contractor

AS-2: Accreditation of a Coating Contractor's Hazardous Waste Removal and Management Program

AS-3: Accreditation of Employer Coating Applicator Training Program

1.2. This application is broken into several parts, depending upon what combination of accreditations the contractor is applying for. All parts of this application are available at NIICAP.net. For assistance with completing the application, technical or administrative questions please contact the NIICAP team at NIICAPSupport@nace.org.

1.3. The contractor is required to review the applicable audit standard to understand the program details, procedures, and requirements. For simplicity, requirements stated in the applicable audit standards generally will not be repeated in these documents. Please provide all documentation and complete all forms requested to prevent delay in processing your accreditation application.

2. ACCREDITATION CYCLES

2.1. All accreditations are valid for one year from the date of accreditation.

2.2. AS-1 audit cycle is Initial, Maintenance, Maintenance, Renewal, Maintenance, Maintenance, start again with Renewal and continue.

2.3. AS-2 and AS-3 audits are the same each year.

2.4. AS-1 Initial and Renewal audits are identical.

2.5. AS-1 Maintenance audits are a little less detailed.

2.6. AS-1 5-Star audits are less detailed and less expensive. Refer to AS-1 Audit Standard for details on the 5 Star program.

3. APPLICATION PROCEDURES – PART 1

- 3.1. Obtain and complete Part 1 of the NIICAP Contractor Accreditation Application. Part 1 is used for all NIICAP Accreditation procedures. Part 1 of the Accreditation Application consists of the following required submissions:
 - 3.1.1. Contractor Information Sheet. This sheet is used to define the contractor’s Headquarters address, Point of Contact for the Audit, and what combination of accreditations the contractor is applying for. NIICAP uses this form to ensure confidentiality and verify that the NIICAP Auditor is reviewing the proper documentation.
 - 3.1.2. NIICAP Fee Schedule. The contractor selects the combination of accreditations desired, and the appropriate cost for the audit based on the audit cycle described above.
 - 3.1.3. NIICAP Code of Professional Conduct. This document is a contractor attestation of professional and honest conduct.
 - 3.1.4. NIICAP Agreement between NIICAP and the Contractor.

4. APPLICATION PROCEDURES – PART 2

- 4.1. Obtain the applicable Audit Spread Sheets (available at NIICAP.net) and perform an internal audit with each applicable spread sheet. Submit a copy of your internal audit with Part 2 of the application.
- 4.2. Obtain and complete the Part 2 NIICAP Contractor Accreditation Application(s) (available at NIICAP.net) that are applicable for the accreditations you are applying for. Please make an entry for each element listed, even if the entry is “N/A”. These elements and the documents below are the basis of the NIICAP evaluation for accreditation.
- 4.3. To prevent delay in processing your application, include the following documents (available at NIICAP.net) with any combination of applications identified above:
 - 4.3.1. **Appendix A; Contractor Facility Information Sheet.**
This document provides information on the contractor’s place of business. Section A.1 through A.7 is required for each facility to be accredited. Section A.8 is only required for AS-1 Shop applications.
 - 4.3.2. **Appendix B; Company Officers’ Information Sheet.**
This document is required for each of the principle company officers, management team members, and worker positions listed in Appendix B. Required position functions or titles may be different than listed in Appendix B; however, all functions listed must be

covered. Submit one copy for each individual and combine function descriptions as necessary.

4.3.3. **Appendix C; List of Attached Documents.**

This is a list of the contractor's proprietary documents that are required with Part 2 of the application. Some documents may be combined or stand-alone memos or SOPs. Please refer to the applicable Audit Standards for expected content in these documents.

Required Documents include:

- Statement of Quality
- QA/QC Manual
- Safety, Health, and Environmental Manual (often this is two or three separate documents)
- Mishap Investigation Procedure
- Organizational Chart
- QC data collection sheets, programs, or instructions for use for each process checkpoint/hold point
- Discrepancy Management Procedure
- Planning and Estimating manual, instructions, or practices
- Hazardous Material/Hazardous Waste Management
- Material Tracking (HAZMAT & HAZWASTE)
- Training Plan for required skills training (may be in-house or commercially available)
- Lesson Plan for any in-house training
- Written policy regarding the use of surface preparation or coating/lining subcontractors
- Technical Requirements document or method of transferring specification language into technical direction for workers
- Any inspection forms, reminder sheets, or process checks used to verify compliance with requirements
- For AS-2 include manuals or instructions for:
 - Containment
 - Filtered exhaust ventilation
 - Waste storage and labeling
 - Hazardous Waste Accumulation Area management

4.3.4. **Appendix D; Comment Sheet.**

The contractor uses this document to provide a brief explanation of any "N/A" responses, or to provide clarification on any subject within the application. Enter the Application Paragraph Number and the comment or clarification.

5. NIICAP POINT OF CONTACT

- 5.1. For any technical or administrative questions, please contact the NIICAP team at NIICAPSupport@nace.org.

CONTRACTOR INFORMATION

1. CONTRACTOR INFORMATION SHEET

- 1.1. This document identifies the contractor's Headquarters location and Point of Contact. The company name and date is required on each document in the application to ensure contractor's required submissions are kept together, and to provide confidentiality for the contractor.
- 1.2. Please provide the following information. Ensure that this information is consistent with the same requested information on other documents used to perform the audit.

2. CONTRACTOR HEADQUARTERS LOCATION

- 2.1. Company Name: _____
- 2.2. Company Address: _____
- 2.3. City: _____
- 2.4. State/Province: _____
- 2.5. Postal/Zip Code: _____
- 2.6. EIN: _____

3. CONTRACTOR POINT OF CONTACT INFORMATION

- 3.1. Point of Contact Name: _____
- 3.2. Business Phone: _____
- 3.3. Cell Phone: _____
- 3.4. E-mail: _____

4. ACCREDITATIONS COVERED BY THIS APPLICATION

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

This is to acknowledge that I have read and understand the NIICAP Overview and Instructions for Submitting Application information and will submit the requested documents in a timely manner.

Signature

Date

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 to 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.

(Insert Company Name) _____, under the authority of (Insert Representative's Name) _____ 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: _____

NIICAP AGREEMENT WITH CONTRACTOR APPLICANTS

This Agreement (“Agreement”) is entered into by and between NIIBS (NACE 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.
- 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 (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 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 Applicants 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.
- 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: Helena Seelinger, Manager _____ Date: _____

Contractor Applicant

Name of Organization:

Name of Binding Authority:

Title of Binding Authority:

Signature of Binding Authority:

Date: _____

