



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 In-House Coating Applicator Training Programs
- AS-3 ITO Program for Accreditation of Independent Training Organizations

Overview and Instructions for Submitting Applications for Accreditation

1. INTRODUCTION

This application refers to the term “Organization” which can include a contractor, a business/company, an employer in-house training or an independent training organization.

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 In-House Coating Applicator Training Program
AS-3 ITO:	Accreditation of Independent Training Organizations

1.2. This application is broken into several parts, depending upon what combination of accreditations the organizations 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 organization 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. Audit Standards, Audit Score Sheets, forms and document requirements (also listed in Application Part 2) can be found on the NIICAP.net website.

2. APPLICATION PROCEDURES – PART 1

2.1. Obtain and complete Part 1 of the NIICAP Accreditation Application. Part 1 is used for all NIICAP Accreditation procedures. Part 1 of the Accreditation Application consists of the following required submissions:

2.1.1. Organization Information Sheet. This sheet is used to define the organization’s Headquarters address, Point of Contact for the Audit, and what combination of accreditations the organization is applying for. NIICAP uses this form to ensure confidentiality and verify that the NIICAP Auditor is reviewing the proper documentation.

- 2.1.2. NIICAP Code of Professional Conduct. This document is an organization attestation of professional and honest conduct.
- 2.1.3. NIICAP Agreement between NIICAP and the Organization.
- 2.1.4. NIICAP Fee Schedule. The organization selects the combination of accreditations desired, and the appropriate cost for the audit based on the audit cycle found on the NIICAP.net website.

3. APPLICATION PROCEDURES – PART 2

- 3.1. As a readiness tool, your organization may access the applicable Audit Score Sheets on our website (NIICAP.net) to perform your own internal audit prior to the NIICAP audit. If an internal audit is completed, please submit a copy with Part 2 of the application.
- 3.2. Obtain and complete the Part 2 NIICAP 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.
- 3.3. To prevent delay in processing your application, include the following documents (available at NIICAP.net) with any combination of applications identified above:
 - 3.3.1. **Appendix A; Organization/Facility Information Sheet for Contractors**
This document provides information on the organization’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. **AS-3 ITO use Appendix E.**
 - 3.3.2. **Appendix B; Company Officers’ Information Sheet for Contractors**
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. **AS-3 ITO use Appendix F.**
 - 3.3.3. **Appendix C; List of Attached Documents.**
This is a list of the organization’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 are listed on the NIICAP.net website and included in Part 2 of the application.

3.3.4. **Appendix D; Comment Sheet.**

The organization 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.

3.3.5. **Appendix E; Organization/Facility Information Sheet for AS-3 ITO Only**

This document provides information on the independent training organization’s place of business and/or facility.

3.3.6. **Appendix F; Company Officers’ Information Sheet for AS-3 ITO Only**

This document is required for each of the principle company officers, management team members, instructors, and worker positions listed in Appendix F. Required position functions or titles may be different than listed in Appendix F; however, all functions listed must be covered. Submit one copy for each individual and combine function descriptions as necessary.

4. **NIICAP POINT OF CONTACT**

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

ORGANIZATION INFORMATION

1. ORGANIZATION INFORMATION SHEET

- 1.1. This document identifies the organization's headquarters location and point of contact. The company name and date is required on each document in the application to ensure the required submissions are kept together, and to provide confidentiality for the organization.
- 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. HEADQUARTERS LOCATION

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

3. 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
- AS-3 ITO: Accreditation of Independent Training Organization

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 ORGANIZATIONS)

I, the undersigned, on behalf of the 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 or independent 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 the coating's industry/profession.

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, training and experience.

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

Treat as confidential our knowledge of the business affairs or technical processes of clients, employers, students 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 Organization: _____

Name of Organization Representative with Binding Authority: _____

Signature thereof: _____

Date: _____

NIICAP AGREEMENT WITH APPLICANT

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 or independent training organization (hereinafter referred to as “Applicant”) that is applying for accreditation in NIIBS’ program titled the NACE International Institute Contractor Accreditation Program (“NIICAP”).

The Applicant certifies, to the best of his/her knowledge and belief that the 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.

THE 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 APPLICANT’S PARTICIPATION IN, OR RECOGNITION BY, NIICAP, UNLESS REVOKED BY NIIBS MANAGEMENT, OR THE APPLICANT TERMINATES PARTICIPATION IN NIICAP VIA WRITTEN NOTIFICATION TO THE NIICAP ADMINISTRATOR. IN THE EVENT THAT 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, Applicant is seeking accreditation by NIICAP for the purposes of publicly demonstrating that it follows best practices in managing its coating contractor business, businesses or independent training organization;

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 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 Applicant’s proprietary rights as set forth in this Agreement.
- 1.2. Applicant agrees that the terms of accreditation conferred by NIICAP, in the event the 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. 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 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 upon 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 the Applicant disagrees with an audit report, 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 Applicant's term of accreditation, the 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. Applicant may terminate its NIICAP accreditation in writing to the NIIBS Manager at any time.

3. ADDITIONAL AGREEMENTS

- 3.1. Proprietary Information. Applicant recognizes and acknowledges that: (a) in the course of a NIICAP pre-audit and audit, it may be necessary for Applicant to provide information which could include confidential and/or proprietary information belonging to Applicant or relating to Applicant's business affairs, including the confidential information with whom Applicant is working or from who Applicant is soliciting business (collectively referred to herein as "Proprietary Information"); (b) that while the Proprietary Information is recognized as the property of Applicant, such confidentiality shall not be a reason for nondisclosure to the NIICAP auditors. It shall be the responsibility of 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 Applicant; or (d) required by law to be disclosed.
- 3.2. Applicant shall not (a) solicit from any employee of NIIBS or its Service Providers, or any NIICAP auditor information concerning the outcome of the 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. 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 Applicant facility for purposes of conducting an audit.

4. APPLICANT'S COVENANTS AND AGREEMENTS

- 4.1. Cooperation. 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. An 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 Applicant's accreditation. Any misuse of the NIICAP logo may, at NIIBS' sole discretion, result in suspension or termination of Applicant's accreditation.

- 4.3. Nonsolicitation of NIIBS Employees, Its Service Partners, or Its Contractors. Unless otherwise agreed by the parties in writing, 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. 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 Applicant's directors, officers, employees, representatives, or agents; (b) the negligent performance of Applicants obligations under this Agreement; or (c) breach of this Agreement by Applicant.
- 4.5. Authorization. By executing this Agreement, Applicant's representative represents and warrants his/her authority to bind the Applicant organization.
- 4.6. Waiver. 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 Applicant Institution or Organization's employees, agents or representatives in connection with Applicant Institution or Organization'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 the Organization, 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 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 Applicant's Proprietary Information, except as required in the performance of NIIBS obligations NIICAP accreditation of Applicant, without the prior written consent of Applicant.
- 5.3. Nonsolicitation of Applicant Employees. NIIBS agrees that during this Agreement it shall not, directly or indirectly, solicit or hire any Applicant employee, either as an employee, consultant, or expert witness, unless 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: _____

Applicant

Name of Organization: _____

Facility Location(s): _____

 Name of Facility Manager

 Name of Binding Authority

 Title of Binding Authority

 Signature of Facility Manager

 Signature of Binding Authority

 Date

 Date

INTERNATIONAL CONTRACTOR NIICAP ACCREDITATION PAYMENT INFORMATION

Company Name: _____ **Date:** _____

Please answer all questions completely to avoid delay in processing your application. What audit is next in your cycle?

Initial Audit
 Maintenance Audit
 Renewal Audit
 5 Star Maintenance

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. Boxes at right indicate typical timeframes; however, on-site timeframe is based on audit need, not schedule. Length of onsite audits can vary.	Initial Audit	Maintenance Audit	Renewal Audit (Including 5-Star Contractors)	5 Star Maintenance
	Pre-Audit + 3-day site audit	Pre-Audit + 2-day site audit	Pre-Audit + 3-day site audit	Pre-Audit + 1-day site audit

INDIVIDUAL ACCREDITATIONS (International Countries)

PRICES IN US DOLLARS

AS-1-F: NIICAP Accredited Field Coating Contractor				
Total AS-1-F Field Audit	<input type="checkbox"/> \$10,250	<input type="checkbox"/> \$8,200	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$5,500
AS-1-S: NIICAP Accredited Shop Coating Contractor				
Total AS-1 Shop Audit	<input type="checkbox"/> \$10,250	<input type="checkbox"/> \$8,200	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$5,500
AS-2: NIICAP Hazardous Waste Removal and Management				
If conducted independent of Shop or Field Audit	<input type="checkbox"/> \$6,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$6,500	N/A
AS-3: NIICAP Accredited Employer Training Program for Coating Applicators (priced by size of contractor = Total fee includes Admin Fee + On-Site Audit)				
AS-3 Training Accreditation Administrative Fee (and pick below)	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$2,250	<input type="checkbox"/> \$5,500	N/A
AS-3 Training On-Site Audit (Large Contractor)	<input type="checkbox"/> \$6,000	<input type="checkbox"/> \$3,800	<input type="checkbox"/> \$5,000	N/A
AS-3 Training On-Site Audit (Small Contractor)	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$3,250	<input type="checkbox"/> \$3,800	N/A

ACCREDITATION BUNDLED PACKAGES

AS-1-F and AS-1-S (Field and Shop)				
Total AS-1-F Field and AS-1 Shop Audit	<input type="checkbox"/> \$13,000	<input type="checkbox"/> \$12,000	<input type="checkbox"/> \$12,500	N/A
AS-1-Field OR AS-1-Shop AND AS-2 HazMat Audits (Field OR Shop AND HazMat)				
Total AS-1 Field OR AS-1 Shop and AS-2 HazMat Audit	<input type="checkbox"/> \$12,500	<input type="checkbox"/> \$11,500	<input type="checkbox"/> \$12,000	N/A
AS-1 -F, AS-1-S and AS-2 (Field, Shop and HazMat)				
Total AS-1 Field, AS-1 Shop and AS-2 HazMat Audit	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$14,000	<input type="checkbox"/> \$14,500	N/A

Contact Us for Other Bundled Pricing Options

NOTE: NIIBS reserves the right to return any incomplete applications or those that do not meet the requirements. A non-refundable administrative fee of \$1000 will be assessed. To avoid processing delays or forfeiture of fees, please ensure that the application is complete, meets all the requirements and payment has been received.

PAYMENT INFORMATION (check one)

Check – Make check payable to “NIICAP.” Check Number: _____ Check Amount: _____

Mail check and completed Part 1 of the application to: NIICAP, 15835 Park Ten Place, Houston, TX 77084 or electronically to NIICAPSupport@nace.org.

Wire Transfer –Remit to: **The NIIBS/NIICAP, Swift Code BOFAUS3N, ACCT# 488073988894, ABA 026009593.** When sending your wire transfer payment, please indicate the Company and Point of Contact name, customer or member ID on the wire and email copy of the confirmation to wirenotifications@nace.org and send Part 1 of application to address above.

Credit Card

Credit Card Type: Visa Mastercard American Express Discover For Amount \$ _____

Credit Card Number: _____ CCV: _____ Expiration Date: Month _____ Year _____

Cardholder's Name as it appears on the card: _____

Signature: _____ Date: _____