



**NACE INTERNATIONAL INSTITUTE
BUSINESS SERVICES LLC
NII CONTRACTOR ACCREDITATION
PROGRAM
NIICAP Policies and Procedures Manual**

**NACE International Institute Business Services LLC
15835 Park Ten Place
Houston, TX 77084**

**Approved by the NII Policy Committee June 8, 2015
Draft Revisions: October 30, 2017
Revisions Approved by the NII Policy Committee April 17, 2018**

TABLE OF CONTENTS

1. SCOPE AND GOVERNING PRINCIPLES	3
2. DEFINITIONS.....	3
3. POLICIES AND PROCEDURES	7
4. REFERENCES	9
5. REVISIONS TO THIS POLICIES AND PROCEDURES MANUAL.....	9
APPENDIX A: NIICAP APPLICATION PROCEDURE AND PRE-AUDIT PREPARATION	10
APPENDIX B: AUDIT PROCESS	11
APPENDIX C: AUDIT REPORT.....	12
APPENDIX D: ISSUANCE OF ACCREDITATION OR ENDORSEMENT	13
APPENDIX E: NIICAP ACCREDITATION RENEWAL.....	14
APPENDIX F: APPEALS PROCESS	15
APPENDIX G: CODE OF ETHICS FOR NIICAP AUDITORS	16
ATTESTATION	17
APPENDIX H: PROGRAM ADMINISTRATION	19
APPENDIX I: NIICAP CODE OF PROFESSIONAL CONDUCT	20
APPENDIX J: POLICY ON CONFIDENTIALITY	22
APPENDIX K: RESPONSIBILITIES OF AN ACCREDITED CONTRACTOR.....	23
APPENDIX L: PROCESS FOR HANDLING COMPLAINTS AND ALLEGATIONS AGAINST ACCREDITED CONTRACTORS.....	24
APPENDIX M: SUSPENSION, WITHDRAWAL OR CANCELLATION OF ACCREDITATION.....	28
APPENDIX N: COMMUNICATION OF ACCREDITATION STATUS	29
APPENDIX O: NIICAP ANTITRUST POLICY	30
STATEMENT OF GENERAL RULES OF ANTITRUST COMPLIANCE.....	30
APPENDIX P: NIICAP COMMITTEE CONFLICT OF INTEREST STATEMENT	33
ANNUAL DISCLOSURE STATEMENT.....	35
APPENDIX Q: SPOKESMAN POLICY	36
APPENDIX R: NIICAP LOGO POLICY	37

1. SCOPE AND GOVERNING PRINCIPLES

- 1.1. The NACE International Institute Business Services LLC (hereinafter referred to as NIIBS) has developed and manages a program named the Contractor Accreditation Program (hereinafter referred to as NIICAP). This manual provides the approved policies and procedures utilized in governance of NIICAP.
 - 1.1.1. For the purpose of ensuring that NIICAP audit determinations are self-directed and not subject to management by parties not directly involved in or knowledgeable of NIICAP policies and audit activities, the NIIBS entity operates as an independent subsidiary of the NACE International Institute (NII). In an agreement with NII, NIIBS also elects to utilize the experience of the NII Policy and Practices Committee to provide a check and balance for third party consideration of NIICAP policies, and execution of disciplinary actions.
- 1.2. Scope
 - 1.2.1. NIICAP will assist industrial asset owners and government agencies in their evaluations of the primary technical capabilities of professional industrial/marine coating/lining contractors. NIICAP was established to provide asset owners with a third-party program that determines whether an industrial/marine coatings contractor has the personnel, organizational support, qualifications, procedures, knowledge and capabilities to meet customer specifications.
- 1.3. NIICAP Governing Principles
 - 1.3.1. NIICAP program requirements are set and approved by the NIICAP Oversight Board, led by asset owners. NIIBS performs program management to ensure alignment with legal principles. Requirements are carried out by the NIIBS in keeping with accreditation best practices, the needs of industry, and legal requirements.
 - 1.3.2. Industry technical experts, including asset owners, contractors, coating manufacturers, and executive/manager personnel are responsible for establishing technical criteria and decisions related to NIICAP procedures via membership in the NIICAP Oversight Board and subcommittees described in this manual.
 - 1.3.3. 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.
 - 1.3.4. NIICAP will evaluate owner/customer requirements in a real-time job setting during the time of the audit.
 - 1.3.5. The NIIBS Manager or his/her delegate will be responsible for

matters related to administration of NIICAP such as staffing, pricing, hiring/termination of auditors and assignments, marketing, etc.

- 1.3.6. NIICAP procedures will be transparent.
- 1.3.7. All technical documents with original foundational content that supports NIICAP policies and procedures (for example, auditing standards) require approval of the NIICAP Oversight Board in accordance with the policy described for approving changes to this manual. Technical documents that are extracted from approved documents (for example, audit checklists extracted from auditing standards) do not require additional approval.

2. **DEFINITIONS**

- 2.1. For use within NIICAP and this manual, the following definitions shall apply:
- 2.2. **ACCREDITATION:** Formal recognition that a contractor demonstrated competency to furnish a specified product, process, or service. Accreditation does not ensure that the contractor will furnish a specified product, process or service in all cases. Site specific accreditation is not transferable or extendable to partner, joint venture or other similar organizations affiliated with the accredited body. Accreditation is not the same as personnel certification.
- 2.3. **ACCREDITATION ANNIVERSARY DATE:** One year from the Accreditation date. The accreditation will lapse on the Accreditation Anniversary Date.
- 2.4. **ACCREDITATION BODY:** A body that conducts verification of conformity. **NOTE:** An accreditation body may operate its own testing and inspection activities or oversee these activities carried out on its behalf by other bodies.
- 2.5. **ACCREDITATION DATE:** The date when NIICAP officially provides accreditation. This date does not slide forward in cases where the accreditation lapsed.
- 2.6. **ACCREDITATION SYSTEM:** A system that has its own rules of procedure and management for carrying out verification of conformity.
- 2.7. **ASSIGNED AUDITOR:** A qualified individual, as named who has been assigned to perform an audit. The Assigned Auditor is responsible to coordinate with the Chief Auditor to produce a consistent, objective, and thorough audit report.
- 2.8. **AUDIT CRITERIA:** An established set of questions or conditions, which are used to assess an organization for accreditation to a set of requirements.
- 2.9. **CERTIFICATE OF CONFORMITY:** A document issued under the rules of an accreditation system, indicating that adequate confidence is provided that a duly identified product, process, or service is in conformity with a specific standard or audit criteria or other normative document.

- 2.10. CHIEF AUDITOR: An individual assigned to:
- 2.10.1. Coordinate with the NIICAP Administrator to process audit requests and technical functions related to reviewing the submitted application package, scheduling, documenting, and completing an audit.
 - 2.10.2. Coordinate with the NIICAP Administrator to initiate, complete, and review the audit report.
 - 2.10.3. Coordinate the activities of Assigned Auditors prior to, during, and subsequent to the Assigned Auditor performing an audit.
 - 2.10.4. Assist the Assigned Auditor with producing a consistent, objective, and thorough audit report.
 - 2.10.5. Act as the first point of contact for a contractor or owner with a complaint. The intent is to resolve a complaint at the lowest possible level within standards and organizational constraints.
 - 2.10.6. Lead the out brief with the Assigned Auditor and the Contractor.
 - 2.10.7. Follow up on any outstanding actions required to complete the audit.
- 2.11. CONFORMITY: Fulfillment of all requirements specified by producing a product, process, or service.
- 2.12. CONTRACTOR: The manufacturer, distributor, supplier, or other party that furnishes the work, product, process, service, or materials subject to audit in accordance with this manual.
- 2.13. DELEGATION: The granting of authority for decisions or actions to another person, body, party or organization. The original party holding authority retains responsibility for the decision or action.
- 2.14. FAILURE: Significant and/or continuing nonconformance to established standards for accreditation unmitigated by demonstration of effective corrective actions. At the discretion of the relevant Technical Committee, "Failure" may also be assessed if the finding is judged to be a significant contributor to existing non-conformances or potentially to future non-conformances.
- 2.15. INDUSTRY MANAGED: Individuals from related companies and government agencies with appropriate technical expertise and/or corporate authority that are responsible for the creation of technical documents, policies for accreditation decisions, and strategic decisions.
- 2.16. MAJOR: A non-conformance to NIICAP requirements, customer procedures, or higher tier requirements that has the reasonable potential to negatively affect product or process quality, workplace safety and/or environmental issues. Approved corrective action and validation as described in this manual are required.

2.17. MINOR: A non-conformance to NIICAP requirements, customer procedures or higher tier requirements that does not have a reasonable potential to negatively impact product or process quality. Corrective action is required but validation is not necessary until the next audit.

2.18. NIICAP PERSONNEL

2.18.1. The NIICAP Administrator (or delegate) is the individual assigned to:

2.18.1.1. Receive audit requests.

2.18.1.2. Process audit requests and perform administrative functions related to scheduling, documenting, and completing an audit.

2.18.1.3. Coordinate an administrative review of the submitted audit request for completeness and validity of specific data submitted.

2.18.1.4. Maintain the data entry related to the audit request and administrative information submitted by the contractor.

2.18.1.5. Coordinate assignment of the Assigned Auditor.

2.18.1.6. Coordinate with the Chief Auditor who reconciles discrepancies and complaints at the lowest possible level within standards and administrative constraints.

2.18.1.7. Coordinate with the Chief Auditor who completes and reviews the audit report.

2.18.1.8. Follow up with the Chief Auditor on any outstanding actions required to complete the audit.

2.18.2. The NIIBS Manager is an individual with managerial or decision making responsibility related to NIIBS activities. This person normally is an NII employee that is leased to NIIBS.

2.19. OBSERVATION: A process deficiency or improvement opportunity noted by the auditor but not required by relevant requirements and therefore no corrective action is necessary.

2.20. PROJECT QUALITY ASSURANCE MANAGER (of the audited party): The manager who implements the Quality Assurance Program at the project level and directly reports to the Quality Assurance Manager. On small projects, the Project Quality Assurance Manager may also perform the tasks of the Quality Control Inspector. The Project Quality Assurance Manager may have other responsibilities such as Safety and Training; however, the Project Quality Assurance Manager should be functionally isolated from production responsibilities to avoid a conflict of interest. In cases where independent QA/QC is required the Project Quality Assurance Manager must be functionally isolated from production responsibilities to

avoid a conflict of interest.

- 2.21. **QUALITY ASSURANCE MANAGER OR HIS/HER DELEGATE** (of the audited party): The Manager has primary authority and responsibility for development, maintenance, and implementation of the Quality Assurance Program within the company or organization. The Quality Assurance Manager provides supervisory oversight of the Project Quality Assurance Manager and the Project Quality Control Inspector. The Quality Assurance Manager may have other responsibilities such as safety and training; however, the Quality Assurance Manager must be functionally isolated from production responsibilities to avoid a conflict of interest.
- 2.22. **QUALITY CONTROL INSPECTOR** (of the audited party): The inspector directly responsible for measuring and recording data; ensuring data collection equipment is currently calibrated and field-verified prior to and subsequent to use (or as recommended by the manufacturer, specification, or standard); performing all hold-point data collection and visual inspection; recording and reporting any process or data discrepancies to the Project Quality Assurance Manager, validating acceptable conditions prior to allowing work to continue or accepting a hold-point; and maintaining a functional record of the job being performed. The Quality Control Inspector reports directly to the Project Quality Assurance Manager and indirectly to the Quality Assurance Manager. The Quality Control Inspector should be functionally isolated from production responsibilities to avoid a conflict of interest. In cases where independent QA/QC is required the Project Quality Control Inspector must be functionally isolated from production responsibilities to avoid a conflict of interest.
- 2.23. **SPECIFICATION**: A concise statement of requirements to be satisfied by a product, process, or service indicating, whenever appropriate, the procedure by which it may be determined whether the requirements given are satisfied. Insofar as is practicable, the requirements of a specification are to be expressed in exact numerical terms describing applicable limits.
- 2.24. **STANDARD**: A prescribed set of conditions and requirements, established by authority or agreement, for continuous application. A standard takes the form of a document containing a set of conditions to be fulfilled, or an object of comparison.
- 2.25. **SURVEILLANCE**: Close observation of a person, group or process by periodic or continual monitoring which may include the collection, collation, analysis, and dissemination of data.
- 2.26. **SUSPENSION OF ACCREDITATION**: An action rendering an accreditation inactive due to incomplete contractor actions, or misconduct. Normally a suspension is removed when a contractor reconciles needed actions, or when an accreditation is withdrawn for any reason.
- 2.27. **WITHDRAWAL OF ACCREDITATION**: Accreditation that was in place and has been withdrawn prior to, or at the specified expiration date in

accordance with requirements of this document.

2.28. WITHHOLDING OF ACCREDITATION: Following review of the audit report package, accreditation is not granted for failure to satisfactorily conform to all NIICAP requirements.

3. **POLICIES AND PROCEDURES**

3.1. The appendices referenced below contain the following policies and procedures that comprise the organization and requirements of NIICAP.

APPENDIX A: NIICAP APPLICATION PROCEDURE AND PRE-AUDIT PREPARATION

APPENDIX B: AUDIT PROCESS

APPENDIX C: AUDIT REPORT

APPENDIX D: ISSUANCE OF ACCREDITATION OR ENDORSEMENT

APPENDIX E: NIICAP RE-ACCREDITATION

APPENDIX F: APPEALS PROCESS

APPENDIX G: CODE OF ETHICS FOR NIICAP AUDITORS

APPENDIX H: PROGRAM ADMINISTRATION

APPENDIX I: NOTIFICATION OF CHANGE

APPENDIX J: POLICY ON CONFIDENTIALITY

APPENDIX K: RESPONSIBILITIES OF AN ACCREDITED CONTRACTOR

APPENDIX L: PROCESS FOR HANDLING COMPLAINTS AGAINST ACCREDITED CONTRACTORS

APPENDIX M: SUSPENSION, WITHDRAWAL OR CANCELLATION OF ACCREDITATION

APPENDIX N: COMMUNICATION OF ACCREDITATION STATUS

APPENDIX O: NIICAP ANTITRUST POLICY

APPENDIX P: NIICAP COMMITTEE CONFLICT OF INTEREST STATEMENT

APPENDIX Q: SPOKESMAN POLICY

APPENDIX R: NIICAP LOGO POLICY

4. **REFERENCES**

- 4.1. NIIBS Contractor Accreditation Program Governance Manual (Revised 08/2015)
- 4.2. ANSI/NACE No. 13; ANSI/NACE/SSPC Standard Practice; Industrial Coating and Lining Application Specialist Qualification and Certification (Revised 2016)
- 4.3. ASTM D 4228 – 05/2012; Standard Practice for Qualification of Coating Applicators for Application of Coatings to Steel Surfaces

- 4.4. NACE International Institute Business Services LLC Contractor Accreditation Program Auditor Manual (Revised 07/2015)
- 4.5. ANSI/ISO/ASQ Q9001:2015(E); Quality Management Systems – Requirements
- 4.6. NIICAP Auditing Standard AS-1; Programs for Accreditation of Field and Shop Coatings Contractors (Revised 01/2016)
- 4.7. NIICAP Auditing Standard AS-2; Program for Endorsement of Hazardous Waste Removal and Management Program (Revised 01/2015)
- 4.8. NIICAP Auditing Standard AS-3; Program for Accreditation of Employer Coating Applicator Training Programs (Revised 01/2016)
5. **REVISIONS TO THIS POLICIES AND PROCEDURES MANUAL**
 - 5.1. This manual is to be reviewed by the NIICAP Oversight Board at least once every five (5) years for revision or reaffirmation as described in the NIIBS Contractor Accreditation Program Governance Manual. Proposed revisions or reaffirmations of this manual shall require approval of the NIIBS Manager or his/her delegate, a two-thirds (2/3) affirmative vote of the NIICAP Oversight Board, and a majority vote of the NII Policy and Practices Committee.

APPENDIX A: NIICAP APPLICATION PROCEDURE AND PRE-AUDIT PREPARATION

- A.1. Interested parties should download a copy of the application from the website or contact the NIICAP Administrator for a copy of the NIICAP application package. Details of information that must be submitted with the application, and in the application, are shown in each of the NIICAP auditing standards that guide issuance of the NIICAP accreditations (AS-1, AS-2, and AS-3).
- A.2. The contractor completes and submits the NIICAP application package to the NIICAP Administrator via firstservice@nace.org. The contractor also collects and submits a package of company specific documentation defined in the application necessary for NIICAP to complete the audit. Submitting the entire package allows NIICAP to assist the contractor in determining if it is properly prepared for an audit.
 - A.2.1. The entire package must be submitted along with the required fees.
 - A.2.2. The NIICAP Administrator will verify fee payment, perform an administrative review and the Chief Auditor and Assigned Auditor will collaborate in a technical review to determine if the application includes all the information required to perform the audit. If any documents are missing or inadequate, the NIICAP Administrator or Chief Auditor will contact the contractor with a request for additional information.
 - A.2.3. Once the audit package has been verified as complete, the audit may commence in accordance with the relevant NIICAP auditing standard.
 - A.2.4. During the application process, questions should be directed to the NIICAP Administration.
- A.3. Prior to the Accreditation Anniversary Date, the NIICAP Administrator will send the contractor an e-mail notification of Maintenance or Renewal Application requirements at 120 days, 90 days, and 60 days pre-anniversary date. The notification will be sent to the contractor's point of contact on record at NIIBS.
- A.4. A late application fee of US \$250 will be assessed if the application is received after the accreditation anniversary date and prior to 45 calendar days after the accreditation anniversary date. After successful completion of a Maintenance or Renewal audit, the accreditation anniversary date will be based on the previous accreditation anniversary date, and will not change to be tied to the completion date of the most recent audit. The accreditation is considered suspended for the period between the accreditation anniversary date and the successful completion of the most recent audit.
- A.5. If time permits, NIICAP may expedite processing of a late application for a late fee to avoid interruption of accreditation. However, this accommodation is at NIICAP discretion subject to prior scheduling commitments.

APPENDIX B: AUDIT PROCESS

- B.1. In order to rate and evaluate the contractor's firm, the NIICAP program uses specific criteria, defined in each NIICAP audit standard.
- B.2. The audit will be performed by the Chief Auditor and an Assigned Auditor in the following manner:
 - B.2.1. Advance Audit: Prior to the site audit, the Chief Auditor and Assigned Auditor will jointly review the Contractor's Administrative Practices as provided in the submitted package, and communicate with the Contractor to maximize the Contractor's preparation for the on-site audit.
 - B.2.2. The onsite portion of the audit will consist of two separate functions.
 - B.2.2.1. Time spent at the headquarters or office to complete the Administrative Practices portion of the audit, and obtain and clarify any information needed by the Assigned Auditor.
 - B.2.2.2. Time spent performing field observations to validate that the audited management practices are consistent with field or shop activities.
 - B.2.3. During the course of the audit the Assigned Auditor will discuss observations with the contractor to determine if there are mitigating factors or program elements that have not been observed; the contractor has an opportunity to present additional information or evidence. The Assigned Auditor will not commit to a score on a specific attribute until having consulted with the Chief Auditor. The Assigned Auditor can comment that a specific observation is acceptable, positive or detrimental relative to the expected observations for an attribute.
 - B.2.4. The contractor must ensure that the appropriate personnel and documentation is available during the audit in accordance with defined parameters from references 4.6, 4.7, and 4.8 in Section 4 of this manual. The contractor must also ensure that the prerequisites identified in Section 7 of the relevant NIICAP auditing standard are in place to allow the Assigned Auditor to complete the field/shop portion of the audit.
 - B.2.5. The intent is for the auditor to observe one major surface preparation task, and one major coating/lining application task. Scheduling may preclude this possibility. If only one task can be observed, the opposite task must be observed at the next audit. For AS-2 accreditation, surface preparation must be observed each audit.

APPENDIX C: AUDIT REPORT

- C.1 One principle of NIICAP auditing is that the Contractor should not be surprised by content in the final audit report. Standard operating procedure, while at an on-site audit, will be that the Assigned Auditor discusses observations with the Contractor, soliciting feedback from the Contractor that may include confirmation of an observation, conveyance of mitigating evidence, and/or performance of corrective actions during the audit.
- C.2 After the Assigned Auditor has departed the contractor's facility or work site, the Auditor's recorded observations are final for that audit visit. The Auditor's recorded observations will be used during the audit out-briefing teleconference between the Assigned Auditor, the Chief Auditor, and the contractor's representative.
- C.3 If there are no Major Findings:
- C.3.1. Barring any extenuating circumstances, the NIICAP Personnel will send the contractor a copy of the final audit results within five (5) working days of completing the telephone out-brief. The final audit results consist of a cover letter summarizing the audit results, and an attribute-by-attribute listing of observation notes and the score for the attribute.
 - C.3.2. Each attribute will be assigned a numeric value, which is defined in the relevant audit standard.
- C.4 If there are Major Findings:
- C.4.1. NIICAP will issue an interim report which includes the attribute-by-attribute listing of observation notes and the score of the attribute, and a list of Major Findings; however, the cover letter will not be issued at this time because the cover letter is based on successful completion of the audit.
 - C.4.2. The cover letter with the revised version of the attribute-by attribute listing of observation notes will be issued upon successful completion of the applicable Corrective Action Plan (CAP) discussed below.
 - C.4.3. Within ten (10) working days of the date of the audit report the contractor must submit a CAP to the NIICAP Administrator describing actions taken or planned for each Major finding. Planned actions must include a proposed Completion Date. The proposed CAPs will be evaluated by the Chief Auditor and the Assigned Auditor for effectiveness. The contractor will be notified of the acceptance or rejection of the proposed CAP, within twenty-one (21) working days.
 - C.4.4. All CAPs must be completed by the contractor, and cleared and verified either by documentation or by a follow up NIICAP Auditor site visit, at the discretion of the NIICAP Chief Auditor, and at the expense of the contractor. Once all the CAPs have been cleared and verified the cover letter with the revised version of the attribute-by attribute listing of observation notes will be issued within five (5) days of the completion of the verification.

APPENDIX D: ISSUANCE OF ACCREDITATION OR ENDORSEMENT

- D.1 Upon successful completion of the Administrative and Shop/Field sections of the audit, the NIICAP Chief Auditor and Administrator will conduct and verify a process review, in writing, ensuring all corrective actions required for accreditation have been completed. The date that this review is complete will constitute the Accreditation Date.
- D.2 Under normal circumstances NIICAP Certificate of Accreditation will be issued to the contractor within five (5) working days of the Accreditation date. The duration of the accreditation and certificate will be one year from the Accreditation date.
- D2.1. NIIBS management will not issue an Accreditation certificate, nor recognize a contractor as being accredited, unless all program fees, application information, outstanding requirements and requests to address audit or administrative issues, and a signed contractor applicant agreement with NIIBS are recorded as “complete” by the NIICAP Administrator.
- D.3 For contractors that achieve an overall score of 4.0 or greater for the Administrative Practices Section and an overall score of 4.0 or greater for the technical execution Section for three (3) consecutive years, a “Five Star” rating will be awarded by NIICAP. Requirements for maintaining a Five Star rating are shown in NIICAP auditing standard AS-1.

APPENDIX E: NIICAP ACCREDITATION MAINTENANCE AND RENEWAL

- E.1. NIICAP recommends that the contractor contact the NIICAP Administrator ninety (90) days in advance of the accreditation expiration date to begin the Maintenance or Renewal accreditation process, in order to avoid a lapse in accreditation status.
- E.2. The Renewal Accreditation Process is identical to the Initial Accreditation process.
- E.3. The Maintenance Accreditation process is similar to the Initial and Renewal processes except:
 - E.3.1. The Administrative review for renewal is less detailed, primarily reviewing continued consistent performance.
 - E.3.2. The on-site shop/field review is typically two (2) days instead of three (3); however, the timeframe is dependent upon the time needed, not a specific schedule.
 - E.3.3. If the contractor has multiple locations, each round of Initial, Maintenance, or Renewal Accreditation must rotate among the facilities.
 - E.3.4. Each accreditation will be valid for one (1) year from the accreditation date assigned by the NIICAP Administrator.

APPENDIX F: APPEALS PROCESS

- F.1. To appeal the result of a NIICAP audit, the contractor must submit a written appeal to the NIICAP Administrator or his/her delegate stating the basis of the appeal and providing all information the contractor wishes considered. The appeal must be delivered to NIIBS Headquarters not more than thirty (30) days after receipt of the final audit results. The only basis for sustaining an appeal is that material deviations from stated procedures occurred in conducting the audit.
- F.2. The NIICAP Administrator or his/her delegate will review the appeal and refer the appeal to NIICAP Oversight Board for action. The NIICAP Administrator shall provide requested documentation and support to the Oversight Board.
- F.3. The Oversight Board will review the appeal and make a determination. The identity of the contractor being audited will not be shared with the Oversight Board during deliberations and decision-making without the express written consent of the contractor.
- F.4. The Oversight Board shall rule on the contractor's appeal within ninety (90) days of receipt of the written appeal.
- F.5. Two-thirds (2/3) vote of the Oversight Board shall be required to sustain the appeal. Should the appeal be sustained, the Chief Auditor shall recommend to the Oversight Board actions that may reconcile the appeal. In rare cases a second audit might be agreed upon; the party that bears the costs of second audits will be determined by the NIIBS Manager and take into account the reasons that original audit was not supported by more than a 2/3 vote of the Oversight Board.
- F.6. Should the appeal be denied, the decision of the Oversight Board may be appealed to the NII's Policy and Practices Committee, where a two-thirds (2/3) vote will be required to overturn the decision of the Oversight Board. The only basis for overturning the decision of the Oversight Board shall be that material deviations from stated procedures occurred in conducting the audit.
- F.7. Confidentiality shall be exercised. However, the contractor-appellant shall be advised prior to any appeal that confidentiality cannot be absolutely guaranteed. The appellant must agree that in making the appeal, confidentiality is waived, and the appellant must agree to hold NIIBS, the NACE Institute, or their affiliates, and any persons involved harmless for any loss of confidentiality that may occur during the appeal process.

APPENDIX G: CODE OF ETHICS FOR NIICAP AUDITORS

- G.1. NIICAP Auditors shall hold paramount the safety, health, and welfare of the public in the performance of their professional duties.
- G.2. NIICAP Auditors shall perform services only in the areas of their competence.
- G.3. All individuals connected with and participating in NIICAP shall conduct themselves in accordance with commonly accepted professional practices.
- G.4. All individuals connected with and participating in support of NIICAP will exercise impartial, professional judgment to ensure confidence in the Program's integrity by avoiding any conflicts of interest, or the appearance of a conflict of interest.
- G.5. All individuals connected with and participating in support of NIICAP shall maintain complete confidentiality of all material, products and processes that they may have access to as a result of the contractor auditing process.
- G.6. All individuals connected with and participating in support of NIICAP shall avoid using undue influence in effecting audit results or audit findings.
- G.7. NIICAP Auditors shall not maliciously injure the reputation, prospects, or business of others; this does not remove the moral obligation to expose unethical conduct.
- G.8. All individuals connected with and participating in support of NIICAP shall read, understand, and sign the following Attestation.

ATTESTATION

CODE OF PROFESSIONAL CONDUCT FOR NIICAP AUDITORS

I, the undersigned, 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 auditor reflect on the entire NIICAP organization, and the profession of trade practices auditing.

Therefore, I hereby agree to:

Give first consideration in my auditing work to safety and public welfare.

Apply myself with diligence, thoroughness, and responsibility to my auditing work.

Pursue my work with fairness, honesty, integrity, and courtesy, ever mindful of the best interests of the public, asset owner, NIICAP, the contractor being audited, and my fellow workers.

Not represent myself to be proficient concerning contractor programs or coatings-related work for which I am not qualified by knowledge and experience.

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

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

Inform clients or employers of any affiliations, interests, or connections, which might influence, or appear to influence my judgment.

Accept no monetary gratuities of any kind or other gratuities whose value could cause a question as to whether they may have influenced my auditing activities, decisions, or reports

Be fair, reasonable, and objective in my work, not allowing myself to be influenced

by personalities or other individual considerations.

Completely, accurately, and honestly fulfill the reporting requirements of the contractor audit verifying compliance with applicable specifications for any and all operations I may be responsible for auditing.

Take it upon myself to determine from my superiors the scope of my authority and responsibility and work within it.

Ensure, to the best of my ability, that the terms, language, and applicable requirements, applicable audit standards, and the coating specification are clearly understood and agreed to by all parties involved.

Strive to obtain the best possible results under given conditions within a given set of requirements and the coating specification.

Ensure that the NII has my current contact information and that I am accessible for communication related to NIICAP.

I hereby agree to uphold and abide by the NIIBS Code of Professional Conduct for NIICAP AUDITORS and the standards contained in this program so long as I am a participant in NIICAP. I understand that failure to fully comply with the Code of Professional Conduct and/or the Attestation will be deemed to constitute unprofessional conduct and is a sufficient reason for a reprimand, suspension, revocation, or for the denial of the initial acceptance and re- acceptance as a NIICAP Auditor, which will be determined at the sole discretion of the NIIBS management.

Signature: _____

Date: _____

Printed Name: _____

APPENDIX H: PROGRAM ADMINISTRATION

- H.1. NIIBS will not knowingly accredit any contractor or any of its principals if it/they:
 - H.1.1. Are presently under indictment or other criminal charge by any government agency.
 - H.1.2. Are presently declared ineligible to contract with any government agency, and/or
 - H.1.3. Have been convicted of fraud or other criminal offense related to the operations of the business or operation seeking accreditation, within a two- year period preceding the application.
- H.2. Audits shall be scheduled with consideration of all parties, providing sufficient notification for necessary arrangements.
- H.3. Audits shall use the appropriate criteria in effect at the time of scheduling.
- H.4. Auditing shall be conducted in a professional manner.
- H.5. Anyone participating in the audit as an observer, such as for training or oversight, will not have a roll in any auditing findings. This paragraph does not preclude the Chief Auditor from advising the Assigned Auditor during initial auditor qualification.
- H.6. Auditors shall comply with the NIICAP Code of Ethics and Conflict of Interest policies as indicated in this manual.
- H.7. Auditors shall not work as a consultant, inspector, or employee for a contractor for whom they have participated in the NIICAP audit process for anytime twelve (12) months prior to or following a NIICAP audit.

APPENDIX I: 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, (Insert Company name)

_____ 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.

(Continued on Next Page)

Insert Company Name: _____ under the authority of (insert name of official representative here) _____ hereby agrees to uphold and abide by the NIIBS Code of Professional Conduct for NIICAP accredited organizations so long as it is accredited by NIICAP. We understand that failure to fully comply with the Code of Professional Conduct is a sufficient reason for a reprimand, suspension, revocation, or denial of a NIICAP accreditation.

Signature: _____

Date: _____

Printed Name: _____

APPENDIX J: POLICY ON CONFIDENTIALITY

J.1. CONFIDENTIALITY

J.1.1 NIICAP auditors and support personnel, contractors, and Committee or Board members shall maintain appropriate confidentiality of any proprietary information as a result of exposure to any information observed during the course of an audit or review of audit findings.

APPENDIX K: RESPONSIBILITIES OF AN ACCREDITED CONTRACTOR

- K.1.1. Continue to maintain all relevant documentation, processes and procedures in accordance with the practices and documentation observed during NIICAP audits.
- K.1.2. Accredited contractors are responsible for notifying the NIICAP Administrator immediately of any matter that could potentially affect its accreditation status. These changes include but are not limited to such events as change in tax identification/ EIN, federal or state numbers, ownership, key personnel, premises, equipment and/or operating procedures. At the discretion of the NIICAP Administrator, these changes may require an additional full or partial audit, which will be conducted at the contractor's expense. These audits will be scheduled within six (6) months of notification.
- K.1.3. When specified by a contract, owner, or government agency, require NIICAP accreditation for all JVs (Joint Ventures) or subcontractors who are directly involved in surface preparation and/or coating application.

APPENDIX L: PROCESS FOR HANDLING COMPLAINTS AND ALLEGATIONS AGAINST ACCREDITED CONTRACTORS

- L.1. The process described in this appendix shall be used when an accredited contractor is accused of performing and attempting to certify poor quality work, or other unprofessional conduct related to contractor work or to NIICAP.
- L.2. As used herein, "complaint" is defined as:
 - L.2.1. External -- An accusation, complaint, or notification that:
 - L.2.1.1. An accredited contractor performed work not in accordance with the applicable specification, application industry standards, or requirements, or
 - L.2.1.2. Alleges unprofessional conduct by the accredited contractor, or
 - L.2.1.3. An accredited contractor failed to comply with terms of the contractor's agreement with NIIBS (accessible at www.nicap.net).
 - L.2.2. Internal – This may be written notification by NIIBS management that the accredited contractor may have violated an element of the NIICAP policies or relevant auditing standards in a way that requires investigation. Such written notification shall include sufficient explanation and information for an investigation to be considered. Nonpayment of NIICAP fees or failure to respond to NIICAP notices may be treated as internal complaints.
- L.3. The following documentation and information is necessary to review the accusation, complaint, or notification:
 - L.3.1. An external complaint related to contractor work performance in accordance with a specification shall be in writing and shall be addressed to the NIIBS Manager. The written complaint must include:
 - L.3.1.1. Name of contractor
 - L.3.1.2. Worksite description or address
 - L.3.1.3. Specification title or number
 - L.3.1.4. Specific description of the alleged discrepancy or discrepancies
 - L.3.1.5. Summary of efforts made to reconcile the complaint with the contractor, or through other parties
 - L.3.1.6. Name, e-mail, and phone number of complainant point of contact
 - L.3.2. Documentation required to support the written complaint includes:
 - L.3.2.1. A copy of the applicable specification
 - L.3.2.2. A copy of any other documentation relevant to the accusation such as:
 - L.3.2.2.1. QC records,
 - L.3.2.2.2. Change orders or amendments requested or authorized to the specification,
 - L.3.2.2.3. Other proprietary documentation if possible

- L.4. The following procedure shall be used in handling internal and external accusations, complaints, and notifications:
- L.4.1. NIIBS' intent is to close complaint cases within six (6) months of the date of their receipt. The time to close may be shorter or longer.
 - L.4.2. The NIIBS Manager shall consult with the Chair of the NII Policy and Practices Committee to determine if additional information is required prior to submitting the complaint to the NII Policy and Practices Committee. If additional information is required, the NIIBS Manager or his/her delegate will request the complainant to provide the information. Once the required information is obtained, the case package will be sent to the NII Policy and Practices Committee for action at a duly called meeting of the committee. The committee will determine what action, if any should be taken with respect to complaints.
 - L.4.2.1. The NII Policy and Practices Committee will coordinate with the NIIBS Manager or his/her delegate to review the information that is provided and vote whether a basis exists for further investigation of the complaint.
 - L.4.2.2. If the NII Policy and Practices Committee finds the complaint to be unfounded, no further investigation is warranted. The NIIBS Manager or his/her delegate shall so advise the complainant in the case of an external complaint. The matter will be considered closed.
 - L.4.2.3. If the NII Policy and Practices Committee believes the complaint potentially to be valid, further investigation shall be made. In this event, the contractor against whom the complaint is lodged shall be advised in writing by the NIIBS Manager or his/her delegate, giving the nature and the details of the complaint. The written notification shall be made by certified or registered mail.
 - L.4.2.4. The contractor being complained against shall be requested to submit a written response to the NIIBS Manager within a maximum of forty-five (45) days (calculated from the postmark date of the written notification). In addition to the written response, the contractor may also ask to appear in person at a scheduled meeting of the NII Policy and Practices Committee, which may be a video conference meeting. The contractor may also request to appear in person, though the response to the request is dependent on the timing of in-person committee meetings and is at the discretion of the chair.
 - L.4.2.5. If no response is received from the contractor within the allotted forty-five (45) days, the Institute Policy and Practices Committee may proceed with its investigation and/or decision without the input of the contractor.

- L.4.2.6. During the course of this process, the NIIBS and Institute Policy and Practices Committee may also make such other inquiries or investigations as deemed necessary including, but not limited to, communication with NIICAP auditors engaged in previous visits to the contractor for NIICAP business.
- L.4.3. Quorum requirements for meetings and votes held by the NII Policy and Practices Committee are as described in the Operating Manual of the NII Policy and Practices Committee.
- L.4.4. The following rules will be applied when considering the case:
 - L.4.4.1. The committee reserves the right to take action on any portion of a complaint or accusation that is of concern to them, and on any information that is revealed in investigations.
 - L.4.4.2. Notification of any action shall be by certified or registered mail, with a signature required, and the date of notification shall be considered to be the postmark date of the notification. Additionally, notification will be made electronically, to the contractor's email address of record with the Institute. If the contractor cannot be reached at the address s/he has provided to the Institute, then the investigation may proceed without the contractor's feedback.
 - L.4.4.3. Rule in Case of Provable Unprofessional Practices: In the event the committee determines by two-thirds vote that there is sufficient evidence to establish beyond a reasonable doubt that an accredited contractor has engaged in unprofessional conduct, the contractor is disqualified from holding or pursuing any NIIBS Accreditation for a period to be determined by the committee.
 - L.4.4.4. In the event that a two-thirds vote is not reached, it shall be deemed that the evidence is insufficient for the complaint or accusation that was under review. The complaint will then be reviewed in accordance with Paragraph L.4.4.5.
 - L.4.4.5. Rule in Case of Suspected Unprofessional Practices: In the event the committee determines by two-thirds vote that there is sufficient evidence to support allegations made in the case, but not beyond reasonable doubt, the contractor shall be advised that the NIICAP Accreditations have been placed in a probationary status for a period to be determined by the committee.
 - L.4.4.6. When a contractor's Accreditations are placed in a probationary status, NIICAP may perform unannounced complete or spot audits at the contractor's cost, as determined to be necessary by the Chief Auditor in collaboration with the

NIIBS Manager.

- L.4.4.7. If the contractor achieves less than an overall score of 3.0 on either portions of any audit, the Accreditations may be suspended or revoked as determined to be appropriate by the Chief Auditor and the NIIBS Manager.
- L.4.5. As a course of appeal, an affected contractor may address the NACE Institute Board of Directors in writing or in person within forty-five (45) days from the postmark date of notification. A two-thirds (2/3) majority vote of members of the Board shall be required to reverse any previous action by the NII Policy and Practices Committee. The action of the NACE Institute Board of Directors is final.

APPENDIX M: SUSPENSION, WITHDRAWAL OR CANCELLATION OF ACCREDITATION

- M.1. A contractor's accreditation may be suspended, withdrawn or cancelled for various reasons including, but not limited to:
 - M.1.1. Failure to pay prescribed NIICAP fees.
 - M.1.2. Nonconformance with established NIICAP policies.
 - M.1.3. Inappropriate use of any Institute or NIICAP marks of conformity.
 - M.1.4. Failing a maintenance or renewal audit without adequate recovery action.
 - M.1.5. Having a complaint sustained in accordance with Appendix L against the contractor.
 - M.1.6. At the discretion of the accredited contractor.
 - M.1.7. Other reasons identified by the NIIBS Manager or his/her delegate.
- M.2. The process for addressing an action that may result in suspension, withdrawal, or cancellation of a NIICAP accreditation shall be the same as that shown in Appendix L.

APPENDIX N: COMMUNICATION OF ACCREDITATION STATUS

- N.1. NIIBS will maintain a web site open to the public where a contractor's accreditation status can be verified. The web site will be maintained as accurately and promptly as practicable.
- N.2. The website may include the names of contractors who were accredited by NIICAP at one time and then became unaccredited through actions of the Contractor, the NIICAP Oversight Board, the NIIBS, or NII Policy and Practices Committee. The purpose of including the names of contractors with discontinued status is to provide a historical rendering of accreditation status that may affect owner or contractor projects undertaken during the period of accreditation.

APPENDIX O: NIICAP ANTITRUST POLICY

- O.1. NIICAP is not intended to, and will not, play any role in the competitive decisions of its clients or their employers, or in any way restrict competition in any industry. The purpose of NIICAP is to set a benchmark for coating application contractors that can serve as a reliable indicator of performance for owners/operators. The NIICAP Oversight Board and the NII Policy and Practices Committee recognize the possibility that NIICAP could be seen by some as an opportunity to engage in anticompetitive conduct. For this reason, these parties have taken the opportunity, through a statement of policy, to make clear its unequivocal support for the policy of competition served by the antitrust laws and its uncompromising intent to comply strictly in all respects with these laws.
- O.2. Statement of General Rules of Antitrust Compliance
- O.2.1. The following rules are applicable to all NIIBS activities and must be observed in all situations and under all circumstances without exception or qualification other than as noted below:
- O.2.1.1. Neither the NIIBS nor any committees' activities of the NIIBS shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, expressed or implied, among members with regard to prices or pricing methods, current or potential bids, procedures for responding to bid invitations, terms and/or conditions of sales, distribution volume or production, or allocation of territories or customers.
- O.2.1.2. No NIIBS activity or communication shall include any discussion for any purpose relating to prices or pricing methods, production quotas, production levels, production capacity, costs of production, inventories or other limitations on either the timing or volume of production or sale, or allocation of territories or customers.
- O.2.1.3. No NIIBS committee shall undertake, without first obtaining the advice of legal counsel provided by the NIIBS, any activity that involves the exchange or collection and dissemination among members of any information relating to prices or pricing methods, development, costs of production, distribution, marketing plans, business plans, product or service roll-out dates, territories or customers, or non-public information regarding any member's market share.
- O.2.1.4. No NIIBS activity or communication shall include any discussion for any purpose that could be broadly interpreted as an attempt to prevent any person or business entity from gaining access to any

market or customer for goods or services, or to prevent any business entity from obtaining a supply of goods or otherwise purchasing goods or services freely.

- O.2.1.5. No person or entity shall be unreasonably excluded from participation in any NIIBS committee, or activity.
- O.2.1.6. Neither the NIIBS nor any of its committees thereof shall make any effort to bring about the standardization of any product or service for the purpose or with the effect of (a) preventing the manufacture or sale of any product or service not conforming to a specified standard or (b) artificially (without legitimate business justification) inflating the price at which a product or service may be offered for sale or sold.
- O.2.1.7. No NIIBS activity or communication shall include any discussion for any purpose that could be broadly interpreted as facilitating an agreement or understanding to refrain from purchasing any raw materials, equipment, services, or other supplies from any supplier.
- O.2.1.8. No committee of the NIIBS shall undertake to convene any scheduled meeting without a published agenda of items to be addressed at the meeting. The agenda shall be followed closely at the meeting and no items shall be discussed that are not reflected on the agenda, unless a legal representative is present. A copy of the agenda shall be retained in the NIIBS's files.
- O.2.1.9. A complete set of minutes from any NIIBS committee meeting shall be prepared whenever feasible, and approved. Only approved minutes shall be distributed to members or participants as applicable (to avoid the preservation of misstatements or ambiguities), and a copy of the minutes as approved shall be retained in the NIIBS's files.
- O.2.1.10. Authors of conference and meeting papers shall be provided with a copy of the NIIBS's Antitrust Policy Statement before presenting at any NIIBS meeting or activity, and shall comply therewith in the preparation and presentation of such papers.
- O.2.1.11. Any NIIBS information, publications, materials, or reports that are made available to NIIBS members shall be made available to non-members on reasonable terms where the non-availability of such information, publications, materials, or reports would significantly impair the ability of non-members to compete with NIIBS members.
- O.2.1.12. All NIIBS staff and NIIBS members agree to abide by

this Statement.

- O.3. Failure to abide by the antitrust laws can have grave consequences. To minimize the risk that the NIIBS's activities could expose the NIIBS or its members to antitrust sanctions, any NIIBS staff member who violates the guidelines reflected in this policy statement is subject to discipline as circumstances require, including termination, and any member who violates these guidelines in NIIBS activities may be subject to sanctions, which may include termination for unethical conduct or willful violation of the NIIBS's policies.

APPENDIX P: NIICAP COMMITTEE CONFLICT OF INTEREST STATEMENT

The NIIBS recognizes the possibility that NIICAP could be seen by some as an opportunity to engage in anticompetitive or biased conduct. For this reason, NIIBS has taken the opportunity, through this statement of policy, to make clear its unequivocal support for committee participation that is free of conflict of interest, both professional and personal. Each member of the NIICAP Oversight Board will sign an acknowledgement of, and commitment to, the Conflict of Interest Policy & Disclosure Form, annually.

CONFLICTS OF INTEREST POLICY & DISCLOSURE FORM

- P.1. Officers and members of the NIICAP Oversight Board (herein this Appendix referred to as “Member”) have an affirmative obligation to act at all times in the best interests of the NIIBS. A conflict of interest may arise in any circumstance that may compromise the ability of a Member to make unbiased and impartial decisions on behalf of the Oversight Board. This policy serves to define the term “conflict of interest,” to assist Members in identifying and disclosing such conflicts, and to minimize the impact of such conflicts on the actions of the NIIBS whenever possible.
- P.2. *Fiduciary duty.* Each Member has a fiduciary duty to conduct himself or herself without conflict to the interests of the NIICAP. When acting within his or her capacity as a Member, he or she must subordinate personal, business, third-party, and other interests to the welfare and best interests of the NIICAP.
- P.3. *Conflict of interest defined.* A “conflict of interest” is any transaction, relationship, or competitive position with an audited party which presents, or may present, a conflict between a Member’s obligations to the NIICAP and his or her personal, business, or other interests with respect to audited parties.
- P.4. *Disclosure.* Conflicts of interest are not uncommon, and not all conflicts of interest are necessarily harmful to the NIIBS or to NIICAP. However full disclosure of all actual and potential conflicts of interest is required by each Member. Each Member shall disclose any and all facts that may be construed as a conflict of interest, both through an annual disclosure process and whenever such actual or potential conflict occurs.
- P.5. *Process and remedy.* The Policy and Practices Committee of the NACE International Institute will determine whether or not a conflict of interest exists, and whether or not such conflict materially and adversely affects the interests of the NIIBS or NIICAP. A Member whose potential conflict is under review may not debate, vote, or otherwise participate in such determination. If the Institute Policy and Practices Committee determines that an actual or potential conflict of interest does exist, it shall also determine an appropriate remedy. Such remedy may include, for example, the recusal of the conflicted Member from participating in certain matters pending before the NIICAP Oversight Board or other body of the NIIBS.
- P.6. *Delegation.* The Institute Policy and Practices Committee may delegate its authority to review and remedy potential conflicts of interest to a subcommittee of disinterested members or to a disinterested officer of the committee. Such subcommittee or officer shall inform the Institute Policy and Practices Committee of its determination and

recommended action. The Institute Policy and Practices Committee shall retain the right to modify or reverse such determination and action, and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.

- P.7. *Annual disclosure process.* On an annual basis, each Member shall be provided with a copy of this policy, and shall complete and sign an Annual Disclosure Statement.

ANNUAL DISCLOSURE STATEMENT

For Officers and Members of the NIICAP Oversight Board

I, _____ (name printed), have read the NIIBS's Conflict of Interest Policy.

Please initial next to each statement to indicate that it is true. If the statement is not true, please do not initial and include an explanation below.

You are encouraged to err on the side of disclosure and to report any set of circumstances that may appear to pose a conflict of interest, even if there is uncertainty as to whether such circumstances should be disclosed.

_____ To the best of my knowledge and belief, neither I nor any person or organization with whom I have a personal or business relationship is engaged in any transaction or activity that may represent a conflict with my obligations to the NIIBS.

_____ To the best of my knowledge and belief, neither I nor any person or organization with whom I have a personal or business relationship intends to engage in any transaction, to acquire any interest in any organization or entity, or to receive any substantial gift or favor that may represent a conflict with my obligations to the NIIBS.

_____ To the best of my knowledge and belief, I do not expect to receive compensation from the NIIBS, other than reimbursement of reasonable expenses, for services I provide to the Institute in my capacity as a, Committee Member, Officer, key employee or independent contractor of the NIIBS.

_____ To the best of my knowledge and belief, no member of my family expects to receive any compensation or material financial benefit from the NIIBS.

_____ To the best of my knowledge and belief, I have no family relationship or business relationship with any current member of the Oversight Board, any officer, or any key employee of the NIIBS.

Please include explanations here for any statements that you were not able to attest to (attach additional pages as necessary):

Signature _____

Date _____

Printed Name: _____

APPENDIX Q: SPOKESMAN POLICY

- Q.1. Only those persons who have been authorized by the NIIBS Manager or his/her delegate to speak for, provide written communications, or act on behalf of the NIIBS, in accordance with the policy and operating manuals, agreements, activity guidelines, and any restrictions by the parent company shall so speak, write, or act only with respect to those matters on which they have been authorized to speak, write, or act.
- Q.2. Unauthorized persons shall not speak for or act on behalf of the NIIBS nor represent or hold himself (herself) out to any other person as possessing or exercising, whether expressly or implied, such authority.
- Q.3. No person shall have the authority to bind the NIIBS, either orally or in writing, without the prior, written approval of the NIIBS Manager or his/her delegate.
- Q.4. In keeping with the above policy, the NIIBS requires a disclaimer statement be made by NIIBS committee members when speaking or writing to individuals or groups that prevent any chance of statements being mistaken as representing those of NIIBS. A recommended disclaimer for such purpose is, "The opinions and statements I express are my own and should not be construed as an official response of NIIBS or NIICAP."

APPENDIX R: NIICAP LOGO POLICY

R.1. The NIICAP logo is a registered trademark as shown below:



R.2. The use of the NIICAP logo and address on business cards shall be limited to NIIBS staff members and special delegates to specific functions or meetings as approved by the NIIBS Manager or his/her delegate. No other person or entity may use the NIICAP logo for business cards or stationary.

R.3. A NIICAP-accredited contractor in good standing may display the NIICAP logo for the purpose of identifying the company as being an accredited contractor under the following conditions:

R.3.1. NIICAP accreditation is current and in good standing,

R.3.2. The NIICAP Logo and accreditation notice may only be used at the facility, or for the company that has achieved accreditation, as indicated in the NIICAP accreditation notification.

R.4. No individual or organization is permitted to use the NIICAP logo on letterhead, business cards, advertising, or other communications, except to the extent that said printed material is provided by the NIIBS Manager or his/her delegate for use in conduct of official NIIBS business.

R.5. The NIIBS prohibits the use of the NIICAP logo in such a manner as might be interpreted by an unrelated third party to endorse an individual, organization, product or service, except to the extent noted below:

R.5.1. In order for the NIICAP accredited contractor to utilize the NIICAP logo the following conditions must apply:

R.5.1.1. The NIICAP logo must be clearly separated from any company logo.

R.5.1.2. The NIICAP logo must be positioned at the lower right or lower left of the front or back page of a personal letter or memorandum. The logo may not be positioned in a manner that leads the viewer to believe that the accredited party, or its products or services, is endorsed by the NIIBS.

R.5.1.3. The logo must be used in its entirety as shown above. Alterations of this logo will not be allowed.