



Title: **Certification Agreement**

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CERTIFICATION AGREEMENT

Web Version

Signature on Annual Declaration Signs this Agreement

This Agreement is made on this date by and between TRA Certification, Int'l., ("TRA"), having offices at 700 East Beardsley Avenue, Elkhart, Indiana, 46514, and the above referenced individual ("Client").

1. SCOPE OF AGREEMENT

- 1.1 This agreement defines the scope and responsibilities of the TRA Certification program for the certification of auditors.
- 1.2 TRA will make all reasonable efforts to provide services as detailed in this Agreement. TRA will provide suitably qualified personnel to perform the Services either by the use of employees or associates of TRA.
- 1.3 Client agrees to compensate TRA for Services as detailed in this agreement in accordance with the Terms of Payment set forth below. Client agrees to supply TRA with copies of their auditor qualification documentation and all other documents relative to provision of the services and grants TRA and/or its accrediting bodies access to such information with the right to verify. The express intent of the parties is to facilitate TRA's delivery of the agreed upon certification services.
- 1.4 In the event TRA grants Client the use of TRA's Registered Mark, Client agrees to abide by all terms and conditions set out in paragraph 8.

2. TERM OF THE AGREEMENT

This Agreement shall continue in force unless and until terminated by either party upon 30 days written notice to the other. Upon termination of this Agreement, any TRA Certification(s), Certificate(s) and/or Listing(s) shall immediately cease to be valid. Any termination notice shall be by certified or registered mail to the party's known address.

All payments due from the Client for Services or expenses under this Agreement shall be paid in U. S. Dollars to TRA prior to issuance of certification. TRA reserves the right to increase its fees, as delineated below from time to time. TRA will notify Client in advance of any such fee increases. No fee increase shall apply retroactively to any Services already performed.



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3. LIMITATIONS ON LIABILITY; INDEMNITY; DISCLAIMER OF WARRANTY

- 3.1 Client shall defend, indemnify, and hold TRA, its officers, directors, associates, agents, employees, representatives, affiliated companies, and subcontractors harmless from any and all claims and losses, expenses or damages arising from or related to the injury or death of any person, including Client, its subcontractors, employees, or agents, or arising from or related to any damage to or loss of any property, to the extent such injury, death, property damage, or property loss results from any intentional, willful, reckless, negligent, or unintentional acts or omissions of Client, its subcontractors, employees, or agents.
- 3.2 TRA shall not be liable to Client for any consequential damages, including but not limited to loss of profit or products, whether such liability is based or claimed to be based upon any negligent act or omission of TRA or its personnel and subcontractors, or based or claimed to be based upon any breach of TRA's obligations under this Agreement.
- 3.3 Client shall defend, indemnify, and hold TRA, its officers, directors, associates, agents, employees, representatives, affiliated companies, and subcontractors harmless from any and all claims for damages, including but not limited to consequential damages, by persons or entities claiming as third party beneficiaries to this Agreement, or claiming reliance on any registration, certification, approval, or license granted by TRA to Client under this Agreement, or arising as a result of any misuse by Client of any registration, certification, approval, or license granted by TRA under this Agreement.
- 3.4 Client shall defend, indemnify and hold harmless any and all organizations who have granted accreditation to TRA, their officers and directors and affiliated companies from any or all of the above.
- 3.5 TRA agrees to use reasonable care in providing Services but expressly disclaims any warranty as to the accuracy of any information, review, audit, registration, certification, approval or advice provided to Client.

4. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or obligations set out in this Agreement, other than the obligation to make payments then or thereafter due, shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such party. The party claiming inability to perform under this Paragraph shall promptly correct such inability to the extent it may be corrected through the exercise of reasonable diligence.

If any provision of this agreement shall be found void or unenforceable, then such provision shall be deemed severable from the agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement. It is agreed by the parties hereto for themselves and all persons claiming under them that the



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laws of the State of Indiana shall control the interpretation and performance of this agreement and any further agreements which may result from it.

5. CONFIDENTIALITY

TRA agrees to treat as confidential any information derived from Client in connection with the certification process, except with the consent of Client and to the extent reasonably necessary for TRA fulfill the terms of this Agreement, or as required by law or regulation.

Such obligations shall continue in full force and effect during the term of and after the termination of this Agreement. However, any information which was in the possession of TRA prior to its disclosure by the Client to TRA; any information which is or shall lawfully become part of the public domain; any information which shall otherwise lawfully be available to TRA from a source independent of Client; any information which may be required to be available in respect to achieving Accreditation; or any information which is required to be divulged to a court of competent jurisdiction under a subpoena or other order of the court, shall not be subject to such restrictions:

6 SERVICES

- 6.1 TRA will assess Client's Application and Documentation in accordance with the *International Personnel Certification Association* Certification Scheme and the TRA Certification program as published.
- 6.2 If in TRA's judgment, Client's credentials are found to meet or exceed the requirements, TRA will issue its Certificate of Certification to Client and will grant Client the use TRA's Registered Mark as described in this agreement. Client acknowledges that the use of any marks is subject to any administrative reviews and may be limited. Where in TRA's sole judgment, Client's credentials are found not to meet the requirements, TRA will so notify Client, listing the reasons for TRA's conclusions and identifying any changes or improvements which Client must make before TRA will reassess Client's Certification.
- 6.3 Client agrees to promptly notify TRA whenever changes to their credentials occur which may alter the validity of their certification as issued. TRA shall promptly review the change(s) and notify Client of any required action(s) to maintain Certification. Client agrees to accept the assessment of TRA regarding any action(s) deemed necessary to continue the Certification.
- 6.4 Under the terms of this Agreement and in consideration of the Compensation agreed to by the parties, TRA will provide the following specific services ("Services"):



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- 6.4.1 Conduct a Review and Verification of documentation to evaluate the Client's credentials as provided by Client.
- 6.4.2 Issue a Certificate of Certification upon successful completion of a satisfactory Assessment. The Certificate of Certification is valid for three years from the date of issuance, subject to Client's satisfactory Maintenance of Certification, continued compliance with the appropriate Standard(s), and payment of TRA's fees.
- 6.4.3 Conduct annual maintenance reviews and a Triennial Review prior to expiration of the three (3) year consisting of a review of Client records and updated information from the client.
- 6.4.4 Maintain a complaint procedure regarding actions or statements of TRA personnel and an appeal procedure regarding any assessment procedure, findings, observations or conclusions. In the event of complaint against the Client within the Scope of this Agreement, TRA will investigate the complaint(s) and if, in its judgment, the complaint(s) prove to be well founded, the Certification may be withdrawn, suspended, or continued with remedial action, depending on the severity of the issue.

7. SERVICE FEES:

CERTIFICATION SERVICE	FEES		
Application Fee	All Levels	100.00	Due at the time of Application (non-refundable)
Certification & Annual Maintenance	Internal Auditor	140.00	Due upon approval and prior to certificate issuance
Certification & Annual Maintenance	Provisional Auditor	215.00	Due upon approval and prior to certificate issuance
Certification & Annual Maintenance	Auditor	240.00	Due upon approval and prior to certificate issuance
Certification & Annual Maintenance	Lead Auditor	265.00	Due upon approval and prior to certificate issuance

The application fee covers the establishment of an account, review of documentation, and determination of eligibility. Certification and maintenance fees are for initial certification and annual review.

8. USE OF THE CERTIFICATION MARK

The TRA Certification Mark (Logo) is available for use by all individuals certified by TRA. The Client must comply with TRA requirements for use of its Certification Mark and also, where applicable, use of other marks of accrediting bodies, national and/or international, when available in association with the TRA Mark.

Electronic formats of the TRA Certification mark are available upon request from the TRA office;



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The use of the TRA Certification Mark must always be in conjunction with the Client's name and certificate number. The TRA Certification Mark may only be used on correspondence, advertising, and promotional materials related services within the scope of the certification; The TRA Certification Mark SHALL NOT, under any circumstances, be used directly on or closely associated with products in such a manner as to imply that the products themselves are certified by TRA;

The Client shall immediately, upon written notification, cease and desist from using the TRA Certification symbol in any manner which TRA interprets as misleading; or upon suspension or cancellation of their certificate. Any misuse of the TRA Certification Mark shall be cause for suspension or cancellation of the Client's certification.

Example use of Mark

Shown to the right:

Acceptance of Agreement:

TRA CERTIFICATION OF PERSONS



'Certified Individual'
ISO 9001 Certified
Auditor "Level"

Certificate #

Issued: 20XX Expires: 20XX

TRA Certification Int'l, Inc. 700 E. Beardsley Ave, Elkhart, In 46514

'By Signing the Declaration Page you've accepted this document'