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The SPFA PCP complies with the ISO 17024 International Standard. This SPF Insulation Certification Handbook carries all of the requirements of the Certification Scheme.

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SPFA PCP Vision

That the SPFA PCP professional certification is the most rigorous, extensive and defining program for SPF professionals in the world. That it be consistent with all industry standards, best practices and known building science, and accessible and affordable among our intended constituency. That it be the measure of personal and professional accomplishment in the industry, and a demonstration among professionals of the essential knowledge, skills and abilities inherent among the highest class of Sprayfoam Professional.

SPFA PCP Mission Statement

To deliver and operate a focused, consistent and attentive, world-class, professional certification program. Continuously raising, establishing, and raising again the bar on safety, performance, quality and professionalism among SPF industry professionals. For the benefit of their businesses, personal safety, safety and satisfaction among customers, and to create the most solid of foundations for future growth, personal and industry distinction.



ACCREDITED SUPPLIER COMPANY

A Supplier Company that has met criteria of the certification scheme for Accreditation.

ACCREDITATION

Confirmation that a legal corporation has policies and procedures in place to meet the requirements of a certification scheme.

ACCREDITATION RENEWAL

Annual process of confirming conformity with current accreditation requirements.

APPEAL

Request by applicant, candidate or certified person for reconsideration of any adverse decision made by the certification organization related to her/his desired certification status.

CERTIFICATION ADMINISTRATOR

Person approved by BPQI, competent to assess and approve an applicant for certification.

CERTIFICATION PROCESS

All activities by which a certification body establishes that a person fulfils specified competence requirements, including application, evaluation, decision on certification, surveillance and recertification, use of certificates and logo/marks.

CERTIFICATION MANAGEMENT BOARD (CMB)

The CMB is a five member panel consisting of representatives from SPFA PCP QAP, CSC, Training Committee, the Best Practices Risk Management Working Group and the SPFA PCP Certification Director. The CMB's only role is in the SPFA PCP Appeal Process.

CERTIFICATION SCHEME

Specific certification requirements related to specific categories of persons to which the same particular standards, rules and same procedures apply.

COMPLAINT

Conformity assessment request, other than an appeal, by any organization or individual to a certification body, for corrective action relating to the activities of that body or to those of any of its customers

EVALUATION

Process that assesses a person's fulfillment of the requirements of the scheme, leading to a decision on certification.

EXAMINATION

Mechanism that is part of the evaluation, which measures a candidate's competence by one or more means such as written, oral, field and observational.

FIELD EXAMINATION

The Field Examination is an evaluation so that the candidate for Certified Master Installer can demonstrate their ability to manufacture spray polyurethane foam in place. This over the shoulder evaluation covers critical task areas of abilities that each candidate must have in order to become certified.

FIELD EXAMINER

The SPFA PCP Certified Field Examiner is the person who conducts the field examination. The candidate wishing to be certified as an SPF Master Installer must demonstrate the abilities required to properly complete the Task and Functions identified as an Ability to install spray polyurethane foam on a jobsite to the level required.

JOB, TASK ANALYSIS (JTA)

Comprehensive list of the Job and Task Analysis of a spray polyurethane professional.

KNOWLEDGE, SKILLS AND ABILITIES (KSA)

Comprehensive list of knowledge, skills and abilities an individual is expected to demonstrate mastery of in order to earn SPFA PCP certification.

LIAISON

Supplier Liaison is defined as individuals who is the primary contact for SPFA PCP. This person will be trained by the SPFA PCP so that he can properly administer the Accreditation Program

REVIEW

Review is the periodic monitoring, between the periods of Accreditation, of an Accredited Supplier Company to ensure continued compliance with the Accreditation requirement.

SPFA PCP

The Spray Polyurethane Foam Alliance's Professional Certification Program (SPFA PCP) which is accredited to the ANSI ISO 17024 standard. The SPFA PCP has three committees, the Quality Assurance Program Committee (QAP), the Certification Scheme Committee (CSC) and the Training Committee.

SPFA PCP CERTIFICATION SCHEME COMMITTEE (CSC)

The CSC is responsible for developing the examination questions and criteria for the written and field examinations which align with the Learning Objectives. This committee also helps develop the CSC Handbooks for each type of certification and accreditation in the SPFA PCP.

SPFA PCP Certification Director

The SPFA PCP Certification Director is the SPFA staff member whose responsibility it is to oversee and manage the SPFA PCP. The Certification Director is the primary liaison with the SPFA PCP Administrative staff.

SPFA PCP QUALITY ASSURANCE PROGRAM (QAP) COMMITTEE

This committee is charged with the oversight of the SPFA PCP. This committee develops the Learning Objectives based on the JTAs and KSAs. This is the umbrella committee and is the liaison between the CSC and Training Committees. This committee helps develop the CSC Handbooks and the SPFA PCP's Policies and Procedures Manual.

SPFA PCP Training Committee

This committee is responsible for developing the curriculum (Exam Prep Study Guides and Power Point Slides) for the SPFA PCP based on the Learning Objectives.

SUPPLIER

Any company who provides materials, equipment or services to the SPF industry. Examples of a Supplier would be Distributor, Manufacturers, Equipment Suppliers, Material Suppliers, System Houses, Raw Material/Chemical Suppliers, and others involved in manufacturing and distribution of SPF products.

SUPPLIER REPRESENTATIVE

Supplier Representative is defined as individual who has direct advisory contact with contractor or distributor (as applicable, if the supplier only sells through distribution.) with regard to SPF related materials, equipment or services, etc. These individuals may include sales representative, technical representative or appropriate staff as determined by supplier.

Overview

This Handbook contains information on how to become an Accredited Supplier in the Spray Polyurethane Foam Professional Certification Program (SPFA PCP). Information in this Handbook supersedes information contained in any previously published documents.

Any company that provides materials, equipment and services to the SPF Industry, whether they are an SPFA Member or Non-Member, may participate.

There are two categories of Accreditation* for the Supplier:

- SPFA PCP Accredited Supplier Roofing
- SPFA PCP Accredited Supplier Insulation

*A Supplier may become Accredited in either Roofing, Insulation or both.

The requirements to become an SPFA PCP Accredited Supplier in Roofing or Insulation are very similar. Therefore all requirements to become Accredited in either category are virtually the same and one component will be a written examination for the Supplier Representative. The examinations will differentiate the category of certification by covering either roofing or insulation knowledge areas, depending on the product you are supplying. For Suppliers who have Representatives who work with both Roofing and Insulation, there will be one examination for those seeking both Roofing and Insulation Certifications. Being Accredited in just one of these categories does not constitute being Accredited in the other one.

As mentioned above, Accredited Supplier Companies will be required to employ certified individuals. These individuals become certified by demonstrating through a Written Exam that they have the Knowledge and Skills to do their job professionally and to the standard defined by the SPFA PCP.

The following section will give a brief overview of the certification process and how the Knowledge and Skills are determined. For detailed information on how to become an SPFA PCP Certified Representative, please refer to the Supplier Representative Certification Handbook which can be found at www.sprayfoam.org.

SPFA PCP Certification Process/History

We realize the confusion and uncertainly that can come with something new, especially when it is based on unfamiliar terminology, such as JTAs and KSAs.

To simplify it, the following is the step by step process* followed and how JTAs and KSAs evolve.

- 1. Identify the **Job** (**Functions**) an SPF Professional has in the course of his work For example, understanding Health and Safety with Chemicals is a Function.
- 2. Within each Function, define the **TASKS** (For example, the correct use of Personal Protective Equipment is a Task).
- 3. For each **TASK** the QAP Committee defined the **LEARNING OBJECTIVE** which must be met in order to be recognized as an SPF professional.
- Identify what KNOWLEDGE, SKILL and/or ABILITY (KSAs) a Spray Foam Professional requires to perform their Functions and Tasks. Each KSA is tied to a specific task.
 - a. In this case, the Certification Committees determined that SPF Professionals must **KNOW** what PPE is necessary for each task, have the **SKILL** to insure PPE is working correctly (such as how/when to change respirator filters) and demonstrate the **ABILITY** to properly use PPE.
- 5. Based on the KSAs, the Certification Scheme Committee (CSC) developed test questions and criteria which would measure a candidate's **KNOWLEDGE**, **SKILL AND ABILITY** to perform the defined tasks.

^{*}This is in its simplest form to explain the development of the SPFA Professional Certification Program; however the Certification part of the PCP involves much more and details can be found in the QAP Manual.

Criteria to become an Accredited Supplier

Accreditation is based upon the SPF Supplier Company meeting the criteria set forth in this handbook. At a glance, here are some of the criteria. The following pages will outline them in detail:

- 1) Supplier offered Training Programs for Contractors
- 2) Supplier Personnel Requirements
 - a) Certified Supplier Representative(s)
 - b) Liaison
 - c) Written Examiner(s)
 - d) Field Examiner(s)
- 3) Best Practices/Risk Management Program verification
- 4) Supplier offered Written Exam(s) and Field Exam(s)

Supplier Training Program for Contractors

Description

The training for contractors offered by an Accredited Supplier may consist of varying elements of SPF materials, equipment, application procedures, equipment function, health and safety, jobsite safety, etc., as applicable to the intended audience. This training may be in the format of classroom training, hands on training, field training and on-line. The location in which this training is presented by the Supplier should be appropriate for the level of training and type of training being conducted.

Training must be offered at least one time per year. Additional training is at the discretion of the Supplier.

Supplier shall provide introductory training to inexperienced/novice SPF personnel. Content of this training shall be subject to the reasonable discretion of the Supplier, but must be appropriate for the products and materials which will be used. SPFA PCP recommends that training of those individuals new to the SPF industry, at a minimum, cover the knowledge and skills components through and including the SPFA PCP Installer level.

Purpose

To enhance the knowledge, skills and abilities of a contractor individual to help prepare them for becoming SPFA PCP Certified as an Assistant, Installer, Master Installer or Project Manager, based on their level of experience.

Prerequisite

All individuals presenting the Accredited Supplier training must show proof that they have successfully completed the CPI Health and Safety Training. This is a prerequisite for all Supplier training.

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Supplier Personnel Requirements

The Accredited Supplier shall employ/contract individuals in the following categories and shall have their personnel comply with the following criteria. One person may fulfill more than one of these areas of responsibilities.

- SPFA PCP Certified Supplier Representative(s)
- SPFA PCP Liaison
- SPFA PCP Written Examiner
- SPFA PCP Certified Field Examiner



Certified Supplier Representative(s)

Requirements

The Accredited Supplier is required to:

- employ a minimum of one (1) Certified Representative (per category, Insulation/Roofing), as applicable. One person can hold both categories.
- have all eligible Supplier Representatives (employed or under contract for a minimum of 90 days) registered in the PCP Certification Program and certified within 180 days.

Note: For complete details on Supplier Representative Certification, please refer to the Supplier Representative Certification Handbook at www.sprayfoam.org

Description/Definition

SUPPLIER REPRESENTATIVE

Supplier Representative is defined as individual who has direct advisory contact with contractor or distributor (as applicable, if the supplier only sells through distribution.) with regard to SPF related materials, equipment or services, etc. These individuals may include sales representative, technical representative or appropriate staff as determined by supplier.

Individual Certification for Supplier Representatives

Attending training courses is not required to become certified – A person may choose to attend training to expand their knowledge. For those with experience in the SPF industry, the self-study of the SPFA PCP Exam Preparatory Study Guides is a viable alternative to the classroom. Study Guides are available for each Certification Level: Assistant, Insulation - Installer, Master Installer and Project Manager, Roofing - Installer, Master Installer and Project Manager.

The Supplier Representative Certification CSC Handbook will go into detail about the procedure for taking the Written Examinations.

There are two categories - Insulation / Roofing, They are specifically designed for individuals involved in the supply or distribution of SPF or other related materials and /or equipment in thermal insulation and/or roofing installations.

Insulation

This certification program is specifically designed for representatives:

- working with individuals involved in the assistance of the installation of spray polyurethane foam in thermal insulation installations
- working with individuals with limited experience in the installation of spray polyurethane foam in insulation
- working with individuals with experience in the installation of SPF in thermal insulation installations. The SPF Master Installer has extensive experience spraying SPF in various applications, and has demonstrated competence in SPF applications in the Field Examination.
- working with individuals involved in all aspects of the installation and project management of SPF in thermal insulation installations. The SPF Project Manager has extensive Knowledge and Skills in all aspects of SPF in various applications.

Roofing

This certification program is specifically designed for representatives:

- working with individuals involved in the assistance of the installation of spray polyurethane foam in roofing installations.
- working with individuals with limited experience in the installation of spray polyurethane foam in roofing installations. It is an apprentice level. The SPF Installer has some experience spraying foam with the guidance of a more experienced Installer or Project Manager.
- working with individuals with experience in the installation of SPF in roofing installations. The SPF Master Installer has extensive experience

- spraying SPF in various applications, and has demonstrated competence in SPF applications in the Field Examination.
- working with individuals involved in all aspects of the installation and project management of SPF in installations. The SPF Project Manager has extensive Knowledge and Skills in all aspects of SPF in various applications.

NOTE: SPFAPCP Written Exams previously taken and passed will be accepted as part of the certification requirements. Exam equivalent is passage of Assistant, Installer, Master Installer and Project Manager exams (in either Roofing or Insulation) is required. ALL FOUR LEVELS must be passed in order to meet this equivalency requirement.



Description/Definition

Liaison Person for SPFA PCP

Supplier Liaison is defined as the individual who is the primary contact for SPFA PCP. This person will be trained by the SPFA PCP so that they can properly administer the Accreditation Program.

Important / critical tasks performed QUALITY ASSURANCE PERSON FOR SPFA PCP

This individual will work with SPFA PCP to ensure that the Supplier meets the requirements of the SPFA PCP.

Pre-qualifications

The pregualification requirements for a SPFA PCP Liaison:

- Successful completion of the CPI H&S online course
- Participate in SPFA PCP Training for SPFA PCP Liaison

Written Examiners and Examinations

The Accredited Supplier is required to have a minimum of 2 SPFA PCP trained and validated as Written Examiners.

The Written Examiners are required to make it easier for Suppliers to fulfill their obligation to conduct Written Examinations, at a minimum of one time per year, but it is at the Suppliers discretion how frequently they can be offered.

Certified Field Examiner and Field Examinations

The Accredited Supplier is required to employ/contract a minimum of 1 SPFA PCP Certified Field Examiner.

Field Examinations should be offered at a minimum of one time per year, but it is at the Suppliers discretion how frequently they can be offered.

Note: More detailed information on Certified Field Examiners and Field Examinations can be found in the SPFA PCP Certified Field Examiner CSC Handbook at www.sprayfoam.org.

SPFA PCP Code of Conduct

Accredited Suppliers should clearly establish organizational accountability for product safety and stewardship. Product safety and stewardship responsibilities of employees are understood, including those roles that engage with customers, contract manufacturers, carriers, distributors, contractors and third-party logistics providers.

Accredited Suppliers should communicate, receive and evaluate product safety and stewardship information with, customers, contract manufacturers, carriers, distributors, contractors and third-party logistics providers, and other value chain participants to foster product safety management and information exchange along the value chain, to reduce and manage risk.

If an inconsistency in the above practices for accountability, communication, or product safety/stewardship are discovered, corrective measures should be taken based upon the Supplier's independent judgment, ranging from resolving the improper practices up to possible termination of business relationships, if necessary.

On the enclosed registration form, the Supplier is required to confirm the following:

- Confirmation that a written Code of Conduct exists which describes your Best Practices /Risk Management Program. - This program should include:
 - Management policies, activities, responsibilities, accountability, communication and commitment parameters of product safety, stewardship and compliance.
 - Product management plan for gathering, developing and maintaining information, evaluations, processes, intended uses, etc.
 - Product Safety Management and Hazard Communication process to identify, implement, document and communicate health, safety and environmental measures to manage risk so that products can be safely used for their intended purposes.
 - Manage Risk identify and monitor best practices and other management elements to reduce and manage possible risks.
 - Evaluate new information, product improvements, and internal process to monitor/assess products.
- Confirmation that a third party verification firm is used for quality assurance purposes (as applicable)
- Technical Data Sheets, SDS, Installation Instructions and other information are current and readily available to contractors, and other entities as needed.

OR

 Confirmation that the Spray Foam Coalition Code of Conduct has been signed is an acceptable equivalent.

Maintaining Accreditation

Renewal (Annually)

- Confirmation that any complaints about non-compliance to the SPFA PCP Program have been resolved.
- Confirmation of receipt of renewal fee (confirm account is up to date).
- Confirm that Liaison and Supplier Representative information is still current based on initial registration submission. Make any applicable changes.
- Confirm that training, written examination and field examinations have been fulfilled.

The Accreditation of the Supplier shall be withdrawn due to the Supplier's negligence to follow the renewal requirements.

Withdrawal of Accreditation

The Accreditation shall be withdrawn in cases where the Accredited Supplier does not comply with the criteria set forth in the agreement and this handbook at any time once due process has been followed.

The SPFA PCP Certification Director shall review the Accredited Supplier 's record and provide a written report outlining the steps to be taken in order for the Accredited Supplier to be re-instated.

Complaint and Appeal Process

A complaint is a written statement, by an organization or individual to the SPFA PCP Certification Director, in reference to non-compliance of SPFA PCP Accreditation/Certification criteria.

Complaints

Definition

When a verbal complaint is received against the Accredited Supplier, the complainant shall be instructed to submit the complaint in writing to the SPFA PCP Certification Director. The complaint must contain the name and contact info of person submitting complaint as well as the details of who the complainant spoke with at the company. The SPFA PCP Certification Director will notify the Supplier when the complaint is received.

Criteria for Complaints

SPFA PCP can only consider complaints regarding the non-compliance with SPFA PCP Accredited Supplier's criteria within this program.

Complaints about other Supplier related issues that do not fall within the parameters of this program will not be addressed. Their receipt will be acknowledged, but the complaint will be returned with an explanation of the SPFA PCP policy.

Procedure

The SPFA PCP Certification Director shall review each written complaint received and send to the Supplier for a response. The Supplier shall investigate the complaint, resolve the complaint where possible and produce a response on each complaint. The complaint and response shall be provided to the Certification Director for review.

The Certification Director will confirm that the complaint has been resolved.

The Supplier shall have the opportunity to appeal the action to the complaint, following the procedures outlined below.

Appeal Procedure

There is a three tiered process for appeal of withdrawal of accreditation. The SPFA PCP Certification Director shall make all appeal decisions in consultation with the Certification Management Board which consists of representatives from SPFA PCP QAP, CSC and Training Committees, representatives from Best Practices Risk Management Working Group and SPFA Certification Director.

Should the Supplier feel that the Certification Director or designee's decision is not satisfactory to them; the Supplier shall approach the Certification Management Board.

Should the Supplier feel that the Certification Management Board's decision is unsatisfactory; the Supplier shall request a review from an independent commissioner.

Note: Should the Supplier feel that the certification process has not been followed, they may register a written complaint with the SPFA PCP QAP.

Tier 1 Appeal process with Certification Director

For a review of withdrawal of Accreditation, the Accredited Supplier must follow the following procedure.

Request for review must be made within 10 business days of notice of withdrawal of Accreditation.

The request for review must be in writing and sent by registered mail to SPFA PCP Certification Director, 3927 Old Lee Hwy., #101B, Fairfax, VA 22030.

The request for review must specifically state the reasons why the Supplier believes the initial decision should be modified or overturned.

The request must provide new information on the issue or provide a specific reference where required procedures have not been followed.

The review will be carried out by the Certification Director who will provide a decision in writing within 30 business days of receiving the written request for review.

If the Certification Director concludes, based on the current version of the certification scheme at the time of assessment or withdrawal, that Supplier should not have had their Accreditation withdrawn, the Supplier will have the notice of withdrawal of Accreditation lifted as the case may be.

Should the Certification Director conclude that the actions taken are valid; the Supplier will be notified of such conclusion, in writing. The Supplier will receive a letter by fax, courier or registered mail. The Supplier is deemed to have received the notice of the written review decision 5 business days after the notice is sent.

Tier 2 Appeal Process with Certification Management Board

If the Supplier still feels that the action taken after the completion of the Tier 1 process has not met the requirements of the certification scheme, the Supplier may appeal to the Certification Management Board. The Certification Management Board is made up of representatives of the SPFA PCP QAP, CSC and Training Committees, Best Practices Risk Management Working Group and the Certification Director.

Request for review must be made within ten business days of the Tier 1 decision.

The request for review must be in writing and sent by registered mail to SPFA PCP Certification Director at 3927 Old Lee Hwy., #101B, Fairfax, VA 22030. The request for review must specifically state the reasons why the Supplier believes the initial decision should be modified or overturned.

The request must provide new information on the issue or provide a specific reference where required procedures have not been followed.

The review will be carried out by the Certification Board that will provide a decision in writing within 30 business days of receiving the written request for review.

If the Certification Board concludes, based on the current version of the certification scheme as amended to the time of assessment, suspension or withdrawal, that the Supplier should not have had their accreditation suspended, the Certification Board will then remove reference to violation in question or suspension lifted as the case may be.

Should the certification board conclude that the actions taken are valid; the Supplier will be notified of such conclusion, in writing. The Supplier will receive a letter by fax, courier or registered mail. The Supplier is deemed to have received the notice of the written review decision five business days after the notice is sent.

Tier 3 Appeal Process with Independent Commissioner

If the Supplier still feels that the action taken after the Tier 2 process has been completed has not met the requirements of the certification scheme, the Supplier may appeal to an independent commissioner.

In order to proceed with the appeal going to an independent commissioner, the following is to be completed:

Notice of appeal must be received within 10 business days after receipt of the written review decision from the Certification Board.

Notice of appeal must be in writing and sent by registered mail to SPFA PCP Certification Director, 3927 Old Lee Hwy., #101B, Fairfax, VA 22030.

Notice of appeal must specifically state the grounds for appeal.

The Supplier shall forward a certified check or bank draft payable to SPFA in the amount of \$1,000.00 (deposit fee) with the notice of appeal.

An independent commissioner will be appointed by SPFA within thirty days of receiving a notice of appeal.

The commissioner will be from the American Arbitration Association. If the case meets the AAA's international criteria, then the International Centre for Dispute Resolution (ICDR) will handle the appeal. The ICDR is an arm of the AAA. For more information on the AAA and ICDR, please refer to their website at www.adr.org.

The Commissioner will contact each party to the appeal to set a hearing date for the appeal.

All documentation is to be forwarded to the Commissioner. The documentation is to be submitted at least 5 business days in advance of the hearing date.

Each party is to provide a copy of all documentation that will be submitted to the Commissioner to the other party at the same time as it is submitted to the Commissioner.

The Commissioner shall hold a hearing to hear the appeal.

After the hearing has been completed, the decision of the Commissioner is to be delivered within 15 business days in writing to both parties. The written decision of the Commissioner is final and not subject to further appeal to a court.

If the Commissioner decides that the Supplier should not have had their accreditation suspended or withdrawn, the Supplier shall have the withdrawal or suspension lifted of accreditation as the case may be and the \$1,000 will be returned.

If the Commissioner confirms the written review decision of the certification board that suspension or withdrawal of accreditation is to stay in place, the \$1,000 will NOT be returned to the Supplier.

The Supplier shall be provided with a written report from the Commissioner.

Final Appeal Process

If the Supplier still feels that the action taken after the Tier 3 process has been completed has not met the requirements of the certification scheme, the Supplier may appeal to SPFA PCP QAP Committee that will review and confirm that all requirements outlined in ISO 17024 have been met.

Notice of appeal must be in writing and sent by registered mail to:

SPFA PCP Quality Assurance Program Committee 3927 Old Lee Hwy., #101B Fairfax, VA 22030

Frequently Asked Questions

1. Does SPFA Provide the SPFA PCP Curriculum and Training material to Suppliers?

Yes. SPFA will give Accredited Suppliers electronic access to the Exam Preparatory Study Guides and all Power Point Presentations to be used for Training Purposes only.

2. What does a Supplier need to do to offer SPFA PCP Exam Preparatory Training?

The Supplier needs to be SPFA PCP Accredited and in good standing with the SPFA PCP.

3. What does a Supplier need to do to offer SPFA PCP written examinations?

The Supplier needs to notify SPFA PCP of its interest in hosting exams. They do this by submitting appropriate forms. The Supplier also needs to have two Written Exams which will be available to proctor the exams and handle the test security as they are trained to do. The Supplier will also follow all examination protocol and offer exams in an environment conducive to testing. Please contact SPFA PCP at 866-222-5000 or admin@spfapcp.org for details.

4. What training does a Supplier have to offer to maintain SPFA PCP Accreditation Status?

The Supplier needs to offer training that enhances the knowledge, skills and abilities of contractors with the use of spray polyurethane foam. Training for those new to SPF must be offered.

5. How often does a Supplier have to offer training to maintain SPFA PCP Accredited Status?

Training must be offered at least once per year. Additional training is at the discretion of the Supplier.

6. Does an accredited Supplier have to confirm that all participants in their training have successfully completed the CPI Health and Safety Course prior to taking Supplier training?

That is up to the individual Supplier. Successful completion of the CPI Health & Safety on-line course is required to become certified, so

ultimately SPFA PCP will confirm it, but it is up to each Supplier company to determine if they want to require this as a pre-requisite to their courses.

7. Who can be instructors of the SPFA PCP Exam Prep Courses?
The faculty who offer this training are selected at the discretion of the Supplier.

8. Where can this training be held?

The training facility where a Supplier conducts their training should be appropriate to the level and type of training being conducted. It does not have to be at the Supplier facilities. Off-site locations, such as hotels, are also acceptable.

9. Are SPFA PCP Accredited Suppliers required to offer Field Examinations?

Yes, at a minimum of one time per year.

10. Where can these Field Examinations take place?

These can be either in a mock up situation or on a jobsite.

11. If the Accredited Supplier doesn't have the ability to create a mock up, can they still conduct Field Examinations?

Yes. Field Examinations may also be conducted on a jobsite. The candidate is responsible for coordinating with the other trades which may be working on the same jobsite. Suppliers may also offer Field Exams through industry partners who have the appropriate facilities to conduct Field Exams.

12. Am I required to sign an agreement with SPFA before becoming Accredited Supplier?

Yes. A copy of the agreement is in Supplier Accreditation Handbook.

13. Where is the procedure outlined, including necessary form to become an Accredited Supplier?

These can be found in the Supplier Accreditation Handbook.

14. Is there a fee to become an Accredited Supplier?

Yes, there is a fee. Please check the cost and fees form in the Appendix of the Supplier Accreditation Handbook for current pricing.

15. How does an employee of a Supplier become an SPFA PCP Written Examiner?

You must attend a mandatory training webinar and complete all the accompanying paperwork and requirements. There is no cost for this.

16. How does someone sign up to take Written Examiner Course? By contacting the SPFA PCP at admin@spfapcp.org or calling 1-866-222-5000.

17. How does an employee of a Supplier become the SPFA PCP Liaison?

By attending a mandatory training webinar and completing all the accompanying paperwork and requirements.

18. How does an employee of a Supplier sign up for the SPFA PCP Liaison Training?

By contacting the SPFA PCP at admin@spfapcp.org or calling 1-866-222-5000.

19. How do you become an SPFA PCP Certified Field Examiner?

You must pre-qualify based on your level of SPF experience; attend a mandatory training course; pass the SPFA PCP Field Examiner Written Examination; and complete all the accompanying paperwork and requirements; and either observe, assist or be supervised before you can conduct a Field Exam on your own.

20. How do employees of Suppliers get signed up to take the Supplier Representative Written Examination?

For the most up to date information on registration/scheduling requirements, dates, locations and fees visit the SPFA website at www.sprayfoam.org or contact SPFA PCP at 1-866-222-5000.

21. Where are SPFA PCP written examination offered?

Examinations are administered frequently across the nation. To get current locations call 1-866-222-5000 or check the www.sprayfoam.org website. Most of the written exams are available online. There is a nominal fee for this service.



SUPPLIER COMPANY CHECKLIST

Designate and obtain SPFA PCP Training of the Supplier <u>Liaison</u>
Have Supplier Representative(s) successfully complete the SPFA PCP Supplier Representative Certification (as applicable)
Employ or contract a minimum of 2 <u>Written Examiner(s)</u> and have them attend SPFA PCP Written Examiner Training (available in webinar)
Employ or Contract a Certified SPFA PCP Field Examiner(s)
Confirm all Supplier Representative(s), Examiners and Supplier Liaison(s) have obtained CPI Health and Safety Training
Code of Conduct to consist of the following elements:
 Verification that a written manual exists which describes your Best Practices /Risk Management Program Confirmation that a third party verification firm is used for quality assurance purposes Technical Data Sheets, SDS and Installation Instructions readily available to contractors OR Verification that an equivalent was signed which meets the above criteria
Fill out and return the SPFA PCP Supplier Accreditation Registration Form with Fee
Document Contractor training offered.
Document Written Examinations offered
Document Field Examinations offered
Sign and return the SPFA PCP Accreditation Agreement
Fill out and return the SPFA PCP Cost and Fees Form
PLEASE SUBMIT ALL DOCUMENTS TO:
SPF Professional Certification Program (PCP) 1030 15 th St. NW, Suite 460 Washington, DC 20005

Fax: 1-866-242-5000 or e-mail: admin@spfapcp.org

?? Questions call 866-222-5000

SPFA PCP SUPPLIER COMPANY ACCREDITATION REGISTRATION FORM



Required (Refer to	
Initial Registration	on 🔲 Annual Renewal
City, State:	Zip:
Cell Phone:	
(Please use Company Lia	nison's email)
r or both)	
ofing	
D# with expiration date	
who has direct advisory co Is through distribution.) with adividuals may include sales d by supplier.	regard to SPF related
n or Roofing SPFA PCP Certific	ation ID# CPI H&S Training ID#
	W/expiration date
	City, State: Cell Phone: (Please use Company Liable of the Supplier Content of

c) Written Examiner(s)	Written Examiner ID#	CPI Chemical H&S Training ID# with expiration date
d) Field Examiner(s)	Field Examiner ID#	CPI Chemical H&S Training ID# w/expiration date
(If additional space is needed,	please write on separate sheet)	
4)Please list the dates and descriptions of the follo		
	Date	Description
Contractor Training offered		
Written Examinations offered		
Field Examinations offered		
5) Best Practices/Risk Management Program: Ple the criteria:	ease indicate which of the following	your company has that meets
Best Practices/Risk Management Progra	am consisting of the following:	
 A written manual Third party verification firm is used for Technical Data Sheets, MSDS and Instal 	quality assurance purposes Ilation Instructions readily available to contra	actors
SFC Code of Conduct document execute	ed	
6) Please attach the following from the Handbook:		
SPFA PCP Supplier Accreditation Agreement	nt	
SPFA PCP Supplier Accreditation Fees and	Costs Form	
7) Please review and sign the following:		
I, (please print), do solemnly dec true and correct and I make the solemn declaration agree that it is binding upon me and of the same for verify the information as needed.	•	and I hereby acknowledge and
Date Sig	nature	_
Return completed form to: SPFA PCP 1030 Fax: 1-866-242-5000 or e-mail: adm		•

SPFA PCP SUPPLIER COMPANY ACCREDITATION FEES AND COSTS



Name: (please print)					
Company Name:	SPFA ID #				
Company Address	ZIP:				
Company Phone:	Company Fax:				
Detailed Costs	Member Fees after 12/31/14**	Introductory* 2014 Fee**	Non-Member Fees after 12/31/14*	Non-Member Introductory* 2014Fee**	Total
Registration Per Accreditation	\$ 2000	\$1250	\$ 3000	\$1875	\$
Annual Accreditation Renewal	TBD		TBD		
				Total Payment	
☐ My check for total payment, made ou☐ VISA ☐ MasterCard ☐	t to SPFA PCP, i American Expre		scover	CSC Code:	
	1 1 1 1	1 1 1		Exp	oiry Date:
	_ -				

^{*} All Fees/costs are subject to change without notice, are not pro-rated or refundable and must be pre-paid.

^{**} To be eligible for the Introductory discount, your company must become accredited in 2014.

Accredited Company Liaison Checklist

Fax: 1-866-242-5000 or e-mail: admin@spfapcp.org



The Accredited Company Liaison is point person between Accredited Company and PCP. Liaison should have working knowledge of PCP procedures, paperwork, deadlines and standard operating procedures. If unfamiliar with any of these items, SPFA and PCP staff are always available to assist.

The Liaison must be able to:
Review and implement the applicable steps as defined in the Accreditation and Certification Handbooks
Ensure all eligible company personnel successfully complete CPI on-line Health and Safety Course and keep it current
Ensure all appropriate SPFA PCP Paperwork is completed and submitted in timely fashion*. This includes, but may not be limited to:
Certification Registration Form and Fee for all eligible personnel
Exam Request and Cost and Fees Forms (as applicable)
Experience Declaration Form(s) (as applicable – Contractor Only)
Accreditation Agreement (as applicable for company accreditation)
Certification Agreement (as applicable for individual certifications)
Written Examiner Paperwork
Field Examiner Paperwork and annual renewals
SPFA PCP Written and Field Exam schedule and appropriate paperwork (Supplier Company Only)
*Liaison must submit all paperwork together, and not in piecemeal fashion. It is role of Liaison to track down any missing paperwork or criteria from that company's personnel.
I acknowledge my responsibilities as Liaison (sign & date):
PLEASE SUBMIT ALL DOCUMENTS TO:
SPFA Professional Certification Program (PCP), 1030 15 th St. NW, Suite 460, Washington, DC 20005

Questions?? - Call 866-222-5000

SPFA PCP ACCREDITED SUPPLIER COMPLAINT FORM



SPFA PCP can only consider written complaints regarding the non-compliance with SPFA PCP Accredited Supplier's criteria within this program.

Details of program are in the Supplier Accreditation CSC Handbook at www.sprayfoam.org

Complaints about other Supplier related issues that do not fall within the parameters of this program will not be addressed by SPFA. Name of Person/Company lodging complaint_____ Address: _____ City, State, Zip: _____ _____ Cell Phone: _____ Phone: ___ Company/personnel complaint lodged against: Address: _____ City, State, Zip: _____ _____ Cell Phone: _____ Phone: Personnel at Company who have been contacted about this complaint and date/details of communication: Name/Title: ______Date of communication: _____ City, State, Zip: Phone: _____ Cell Phone: _____ Please describe your complaint in detail as it pertains to the SPFA PCP Supplier Accreditation Program: Date of Communication and documentation (i.e. emails, phone log, conversation recaps, etc.) You may attach pages. Please review and sign the following: (print name) , do solemnly declare; that to the best of my knowledge, the foregoing Information is true and correct. Date Signature

Return completed form to: SPFA PCP Certification Director Fax: 703-563-9502 or

email: kmarcavage@sprayfoam.org Questions call 571-748-5003

COMPANY ACCREDITATION AGREEMENT



THIS AGREEMENT is entered into this $_$	day of	,20	_(hereinafter
"Effective Date") by and between the SF	PRAY POLYURETI	HANE FOAM ALLIAN	CE (hereinafter
"SPFA"), a 501 (c)(6) non-profit corpora	ation incorporate	ed and operating	
under the laws of the Commonwealth o	of Virginia and ha	ving its principle pla	ace of business at
3927 Old Lee Highway, #101B, Fairfax, \	/irginia 22030.		

3327 Old Lee Highway,	#101b, Fairfax, Vilgilia 22030.
	and
COMPANY:	Company Full Legal Name:
	Doing Business As/Trade Name:
	Address:
	City, State, Zip Code:
	Attn: Contact Name/Title:

(Hereinafter "Company" or "Accredited Company" or "Accredited Entity")

WHEREAS SPFA is a non-profit organization dedicated to encouraging and setting high standards for on-going professional practice in the spray polyurethane foam industry and issues accreditation to qualifying companies to use the SPFA PCP's applicable Accreditation mark or designation for their specific company accreditation. Company use and display of the SPFA PCP Company Accreditation mark or designation indicates that such company has met the applicable SPFA PCP Company Accreditation requirements. A Company's SPFA approved and licensed use of the SPFA PCP Accreditation mark indicates that the Company has met specified SPFA criteria for Company accreditation.

NOW THEREFORE, SPFA has agreed to grant a limited, revocable and non-exclusive license to the Accredited Company to make use of the applicable SPFA PCP Accreditation mark ("SPFA PCP Accredited Company") under the specific terms and conditions set out in this Agreement and in compliance with the PCP and applicable SPFA Accreditation Handbook.

In exchange for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **DEFINITIONS**

The following terms shall have the meanings set forth below:

- 1.1 "Accreditation mark" shall mean any accreditation mark(s) developed, owned, used and/or registered by the SPFA to designate that a company has met and continues to meet specified SPFA criteria for accreditation as a company. In this instance, the Accreditation mark will include the SPFA PCP mark and design as set forth in Schedule A attached hereto, unless the SFPA advises the Accredited Company to the contrary.
- 1.2 "SPFA" means the Spray Polyurethane Foam Alliance, a 501(c)(6) nonprofit organization having its principal offices in Fairfax, Virginia.

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1.3 **"Accredited Company"** means a sole proprietorship, partnership, limited liability company, corporation or other legal entity who has met all the requirements of the SPFA PCP for achieving and maintaining the applicable PCP Company Accreditation.

2. TERM

- 2.1 This Agreement shall commence on the Effective Date set forth above and shall remain in effect until terminated by the SPFA or the SPFA Accredited Company, or it is not renewed or lapses due to the action(s), or failure of action, on the part of the SPFA PCP Accredited Company.
- 2.2 The Accredited Company agrees that it shall successfully satisfy and remain in compliance with any and all requirements for accreditation or re-accreditation that the SPFA may require of accredited companies from time to time.
- 2.3 Subject to the provisions of this Agreement and as long as the Accredited Company is not in breach of any of the terms and conditions of this Agreement, the requirements of the SPFA PCP, or the applicable SPFA Accreditation Handbook, and continues to meet the SPFA required criteria for accreditation, SPFA hereby grants to the Accredited Company a non-exclusive, limited and revocable license to use the Accreditation mark during the term of this Agreement and only in the manner and for the purposes set forth in this Agreement. The limited, non-exclusive and revocable license granted herein shall extend only to the use and display of the applicable SPFA Accreditation mark.
- 2.3 SPFA is and shall at all times remain the sole and exclusive owner of the Accreditation mark and all other SPFA PCP related marks, and the Accredited Company shall not be entitled to sub-license, assign or transfer to third parties any of its rights or obligations under this Agreement or make use of the applicable SPFA Accredition mark in any manner inconsistent with the limited license granted hereunder, this Agreement, the requirements of the SPFA PCP, and/or the applicable SPFA Accreditation Handbook.
- 2.4 Each party hereto hereby confirms to the other that it has full power and authority to enter into this Agreement, and that in doing so (or carrying out any of its obligations hereunder) it is not violating the rights of any third party or any agreement by which it is bound.

3. ACCREDITED COMPANY

- 3.1 The Accredited Company represents and warrants that all information and documentation it has provided to SPFA or its employees, agents or third party designees under this Agreement for accreditation purposes under or in connection with the SPFA PCP, is truthful, complete and accurate, and acknowledges and agrees that the SPFA is relying upon the truth, accuracy and completeness of such representations and warranties in entering into this Agreement. The provision of false, incomplete or misleading information shall be grounds for immediate revocation or termination of the Company's accreditation, this Agreement, and the limited license granted hereunder. The Accredited Company shall remain under a continuing obligation to notify the SPFA of any material changes in the information provided in connection with its Accreditation status.
- 3.2 The Accredited Company hereby acknowledges and agrees that the SPFA PCP is a proprietary program of the SPFA and that such Accreditation program and the Accredition mark(s) are and shall at all times remain the sole and exclusive property of the SPFA. The Accredited Company warrants that it shall not challenge, damage or interfere with such SPFA proprietary and ownership rights during the Term or thereafter. The Accredited Company shall not use the PCP Company accreditation mark(s) (including without limitation any documents or materials relating thereto) denoting SPFA PCP Company Accreditation for any purpose other than to designate the applicable SPFA PCP Company Accreditation, nor may the Accredited Company directly or indirectly copy, distribute, transfer, assign or make available the applicable SPFA Company Accreditation mark(s) to any third party without the prior written consent of the SPFA. Such consent shall be at the sole and absolute discretion of the SPFA. The obligations set out in this paragraph shall survive the expiration or termination of this Agreement for any reason.

- 3.3 To maintain accreditation, the Accredited Company shall all times comply with all requirements necessary to meet the then-current and applicable SPFA Company accreditation requirements applicable to the Company under the SPFA PCP Company Accreditation program and as set forth in this Agreement and the applicable SPFA Accredition Handbook. The SPFA PCP Accredited Company acknowledges and agrees that the SPFA PCP, the Accredited Company criteria for accreditation (including without limitation, the systems, requirements relating thereto) and the applicable SPFA Accredition Handbook may be amended from time to time, and SPFA shall provide the Accredited Company with notice in writing of any such amendments. The Accredited Company agrees that, to maintain accreditation, it shall timely comply with any such amendments.
- 3.4 The Accredited Company acknowledges and agrees that the representations made and documents and information submitted to the SPFA by the Accredited Company in support of its PCP Company Accreditation will be relied upon as truthful, complete and accurate by SPFA, and that the SPFA will not be responsible in any way for carrying out independent verification of information relating to the SPFA PCP Accredited Company. Regardless of any use by the SPFA PCP Accredited Company of the Accreditation mark, and without limiting the generality of the foregoing, SPFA shall not be liable for any loss, costs, charges, claims, damages, injuries or liabilities of any kind or nature arising out of or resulting from any work performed, or services or products used or supplied by the SPFA PCP Accredited Company.
- 3.5 The Accredited Company shall provide current, complete and accurate Company information as it relates to products and/or services rendered or supplied to building owners/operators, general contractors, individuals, the public, and other trades and/or design-build professionals with respect to any of the Accredited Company's materials or products used or supplied or for services provided by the Accredited Company. The Accredited Company shall put in place and continuously adhere to policies, procedures and processes sufficient to answer questions from building owners/operators, general contractors, individuals, the public, and other trades and/or design-build professionals concerning its business, services and products rendered or supplied, and to promptly and thoroughly administer and investigate complaints in a timely and good faith manner.
- 3.6 The SPFA PCP Accredited Company agrees to conduct any and all dealings with building owners/operators, general contractors, individuals, the public, other trades, suppliers, or any third party involving its materials, products, and/or services within the parameters of this Agreement and the limited license granted hereunder, the requirements of the SPFA PCP, and the applicable SPFA Accreditation Handbook.
- 3.7 The SPFA PCP Accredited Company shall be responsible for obtaining all licenses, permits, consents and approvals which are required by all applicable governmental or other regulatory authorities with respect to the its business, products, services, or the subject matter of this Agreement. The Accredited Company will provide SPFA, in a timely manner, with copies of all such consents or approvals as required to maintain SPFA PCP Company Accreditation.
- 3.8 The SPFA PCP Accredited Company agrees to abide by all federal, state, and local regulations applicable to the Company and its operations and activities as a condition of continued accreditation under the SPFA PCP Accredited Company program.

4. <u>ACCREDITED COMPANY'S USE OF ACCREDITATION MARK</u>

- Accreditation mark on all business related documents, advertisements, promotional and marketing materials, products and packaging in strict compliance with the requirements of this Agreement, the limited, revocable license, the SPFA PCP, and the applicable SPFA Company Accredition Handbook. The Accreditation mark shall be used solely to identify the Accredited Company as an SPFA PCP Accredited Company and for no other purpose.
- 4.2 The Accredited Contractor shall provide SPFA with copies of all materials, documents, packaging, advertisements, marketing and promotional materials and otherwise bearing the Accreditation mark in advance of any use or distribution of same. Any failure of SPFA to comment shall not be interpreted as a consent for such use. Should SPFA object to any

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uses of the Accreditation mark, the Accredited Company shall immediately cease such use of same in accordance with SPFA's demand. The Accredited Company will use the Accreditation mark only in the manner authorized by the SPFA under this Agreement.

- 4.3 No advertising, marketing or promotional materials used by the SPFA PCP Accredited Company shall contain any statement or material which may, in the sole judgment of SPFA, contain objectionable language, be in bad taste or be inconsistent with SPFA's public image of a first class professional organization representing high standards of safety, conduct and professionalism in the spray polyurethane foam industry.
- The Accredited Company shall not use the SPFA PCP Company Accreditation mark in any manner calculated to represent that the Accredited Company is the owner of such mark or that the Accredited Company is anything other than an SPFA licensed user of the mark. The Accredited Company further acknowledges that SPFA's Accreditation mark is and shall remain the sole and exclusive property of SPFA, its successors and assigns, and agrees that during the term of this Agreement and thereafter it will not dispute or contest the validity or enforceability of the SPFA PCP Accreditation mark, including without limitation any amendments thereto or future marks forming part of the Accreditation mark, nor council or procure or assist anyone else to do the same, directly or indirectly. The Accredited Company shall not during the Term of this Agreement or thereafter register or attempt to register, directly or indirectly, any business or trade name or trademark that is confusingly similar with the Accreditation mark(s) or any Certification mark(s) of the SPFA or the SPFA PCP.
- 4.5 The Accredited Company agrees that any and all limited rights that may be acquired by the use of the SPFA PCP Accreditation mark by the Accredited Company shall enure to the sole benefit of SPFA as the sole Owner of the mark and Licensor.
- 4.6 The Accredited Contractor agrees to forthwith provide all necessary information and to execute all papers reasonably requested by SPFA to effect the registration, maintenance or defence of the Accreditation mark or to renew same. This obligation shall survive any termination or expiration of this Agreement.
- 4.7 The SPFA PCP Accredited Company shall immediately notify SPFA (or its authorized agent or designee) of any apparent infringement, misuse or challenge to SPFA's Company Accreditation mark, and the Accredited Company will not communicate with any other person other than SPFA (or its authorized agent or designee) in connection with any such infringement, misuse, challenge, or claim. The Accredited Company shall cooperate with SPFA (or its authorized agent or designee), and assist SPFA (or its authorized agent or designee), upon reasonable request, with respect to the prosecution of any litigation relating to such infringement or the challenging of the Accreditation mark. SPFA (or its authorized agent or designee) shall, in its sole discretion, make any and all decisions with respect to such litigation (or the settlement of any disputes) and SPFA (or its authorized agent or designee) shall be solely entitled to any awards made on account of such litigation.

5. OWNERSHIP AND MARKING

- 5.1 The Accredited Company acquires no right, title or interest in or to the Accreditation mark except as expressly provided in this Agreement. The Accredited Company shall at all times observe the requirements with respect to trademark notices and other forms of marking with respect to the SPFA PCP Company Accreditation mark as SPFA (or its authorized agent or designee) may from time to time, in its sole discretion, direct and communicate to the Accredited Company. The Accredited Company shall, when using the Accreditation mark, so describe the Accreditation mark to indicate clearly that the mark is owned by SPFA.
- 5.2 The Accredited Company shall ensure that any and all checks, letterhead, contractual documents, marketing, promotional materials or advertising or writings of any nature, will not directly or indirectly state or infer that the SPFA (or its authorized agent or designee) or the PCP is responsible or liable in any way for any of the obligations or responsibilities of the Accredited Company, or that the SPFA endorses or guarantees the products or services of the Accredited Company.

6. **SPFA'S OBLIGATIONS**

6.1 Provided that the Accredited Company remains in compliance with its duties and obligations under this Agreement, the SPFA PCP, and the applicable SPFA Accreditation Handbook, upon Accredited Company request, the SPFA (or its authorized agent or designee) will provide the Accredited Company with a SPFA PCP Certificate of Accreditation as an Accredited Company, which will show the Accredited Company being in good standing with the SPFA and within the SPFA Company Accreditation program.

7. BREACH AND TERMINATION

- 7.1 This Agreement may be terminated by the Accredited Company at any time upon thirty (30) days prior written notice to the SPFA. Upon termination of this Agreement by the Accredited Company for any reason, the Accredited Company and its officers, directors, employees and authorized agents shall immediately cease and discontinue any and all further use or display on any Company materials or representations that state or imply, directly or indirectly, that the Company is an SPFA PCP Accredited Company. Furthermore, the Accredited Company shall immediately discontinue any and all use of the SPFA PCP Company Accreditation Mark.
- 7.2 The Accredited Company acknowledges and agrees that the limited and revocable license granted hereunder and this Agreement may be suspended or terminated by the SPFA immediately, in its sole discretion, if the Accredited Company is found by the SPFA, acting reasonably, to be in default or breach of any of its duties or obligations under this Agreement, or of any requirements of the SPFA PCP, or the applicable SPFA Accreditation Handblook.
- 7.3 Without limiting the generality of the foregoing, the Accredited Company shall be deemed to be in default under this Agreement and SPFA may, at its option, terminate this Agreement if:
 - (a) the Accredited Company is in default of any of its duties or obligations under this Agreement, or the applicable requirements under the SPFA PCP, or fails to meet the requirements of the applicable SPFA Accreditation Handbook;
 - (b) the Accredited Company fails to participate in or successfully complete any and all applicable SPFA PCP requirements or fails to timely complete any reaccreditation or renewal requirements under the SPFA PCP Company Accreditation program;
 - (c) the Accredited Company is found to have provided the SPFA or its authorized agent or third party designee with inaccurate, incomplete or misleading information;
 - (d) the Accredited Company makes a general assignment for the benefit of creditors or a proposal arrangement under the *Bankruptcy and Insolvency Act* (The United States) or any successor legislation (the "Act"), if a petition is filed against the Accredited Company under the Act, if Licensee shall be declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed of or for the Accredited Contractor or if the Accredited Company shall commit any act of bankruptcy or insolvency or consents to the institution of such appointment or proceedings or admits in writing its inability to pay debts as they become due except to the extent that SPFA's right to terminate may be limited by the Act;
 - (e) the Accredited Company transfers or attempts to transfer this Agreement or any rights hereunder to any person or entity without the prior written consent of SPFA;
 - (f) if there is any change in control of the registered or beneficial ownership of the issued capital stock of the Accredited Company, or the sale of substantially all of the assets of the Accredited Company, without SPFA having first given its written consent thereto (where the Accredited Company is a corporation).

- 7.4 Should the SPFA elect to impose a suspension rather than a termination, giving the Accredited Company an opportunity to cure the default, it shall notify the Accredited Company in writing of the nature of the default to be remedied, the suspension of the Accredited Company's limited license and accreditation and the period granted to the Accredited Company to correct any such default to the satisfaction of the SPFA, failing which SPFA may, in its sole discretion, terminate this Agreement and the limited license granted hereunder, as well as the Company's accredition under the SPFA PCP Company Accreditation program. Should a suspension be imposed, any fees due and payable to SPFA must be paid in full prior to the re-instatement of any suspended Accredited Company.
- 7.5 In the event of a suspension, or should this Agreement be terminated for any reason, the Accredited Company shall immediately:
 - (a) cease to use, directly or indirectly, the SPFA PCP Company Accreditation mark(s) in any manner and for any purpose whatsoever;
 - (b) remove the Company Accreditation mark(s) and any references to accreditation under the SPFA PCP from any and all materials, including without limitation the Accredited Company's website, packaging, signs, advertisements, marketing and promotional materials, under its custody or control upon which the Accreditation marks or reference to the SPFA PCP Company Accreditation program appears, and shall deliver up same to SPFA upon request;
 - (c) immediately pay to SPFA all fees, amounts and other charges as are or have become due and payable; and
 - (d) immediately cease to and thereafter not, directly or indirectly, hold itself out to any person or entity as an Accredited Company of SPFA or the SPFA PCP.
- 7.6 The Accredited Company agrees that the requirements set forth in paragraph 7.5 (a)-(d) are reasonable and necessary to protect the integrity of the SPFA's Accreditation mark and that these requirements are enforceable by injunction, including without limitation by interlocutory injunction, by any court of competent jurisdiction.

8. INDEMNITY AND RELEASE

8.1 The SPFA PCP Accredited Company acknowledges and agrees that while SPFA has made its best effort to develop and make available the SPFA PCP, neither the SPFA, nor its directors, officers, agents, employees, volunteers, contractors or third party designees shall be responsible to the SPFA PCP Accredited Company or any third party for any loss, cost, damage, injuries or damages to persons or property, liability or claim howsoever occasioned, whether by act, error, omission, failure to act, negligence, or willful conduct, in respect of the services, materials or products of the SPFA PCP Accredited Company, or the use and delivery of the SPFA PCP in connection therewith.

The SPFA PCP Accredited Company hereby warrants that it shall indemnify, defend and hold harmless the SPFA, its officers, directors, employees, volunteers, agents, contractor and third party designees from and against any and all third party claims, actions, causes of action, judgments, liabilities, losses, injuries or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from the SPFA PCP Accredited Company's acts, errors or omissions, negligence, intentional or willful misconduct or a breach of 1) the terms or conditions of this Agreement, 2) the requirements of the SPFA PCP, or 3) the applicable SPFA Accreditation Handbook. This duty of indemnification shall survive the termination or expiration of this Agreement for any reason. The SPFA PCP Accredited Company agrees to carry commercially reasonable amounts of professional and commercial liability and property and casualty insurance coverage.

8.2 Without limiting the generality of the foregoing, the SPFA, its officers, directors, employees, volunteers, contractors, authorized agents, and third party designees shall not be obligated or liable for any injury or death of any person or damage to any property caused by or relating to the services, materials, or products used, supplied or provided by the SPFA Accredited Company.

8.3 The SPFA Accredited Company warrants and agrees that in no event shall the SPFA PCP, the SPFA, or its officers, directors, employees, authorized agents, third party designees, volunteers or any authorized representative, be liable in any manner for any loss, cost or damage that may be suffered by the SPFA Accredited Company by virtue of its accreditation or the suspension or termination of its accreditation hereunder.

9. **GENERAL**

- 9.1 The Accredited Company is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, joint venturer or partner of the SPFA. No representations or statements will be made or acts taken by the Accredited Company which indicate or could be deemed to establish, create or infer any apparent relationship of agency, joint venture or partnership, and the SPFA shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the Accredited Company to or with any other person or entity, or with respect to any other actions or omissions of the Accredited Company.
- 9.2 This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia and the United States applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Virginia with respect to any dispute relating hereto.
- 9.3 All notices under this Agreement shall be in writing and shall be sent by prepaid courier, certified mail, facsimile or served personally. If sent by courier or certified mail, service shall be deemed to have been made on the second day following delivery of the notice by the transmitting party to the courier or USPS. Any Notice transmitted by facsimile shall be deemed given and received on the first business day after its transmission. Unless changed in writing, SPFA's address for the purpose of notice is: SPFA-PCP 1030 15th St. NW, Suite 460, Washington, DC 20005, and for the Accredited Company, it shall be the address listed at the top of this document, unless SPFA is otherwise notified in writing by the Accredited Company.
- 9.4 The failure of SPFA to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the Accredited Company shall not constitute a waiver of the terms and conditions of this Agreement with respect to that or any other or subsequent breach thereof nor a waiver by SPFA of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which the Accredited Company has failed to exercise such right, power or option.
- 9.5 If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.
- 9.6 This Agreement may be executed by the parties in separate counterparts, each of which will be deemed to constitute an original, but all of which together will constitute one and the same Agreement. This Agreement will be considered to be fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement and those contemplated herein may be executed and delivered by facsimile signatures and will be binding on all parties hereto as if executed by original signature and delivered personally.
- 9.7 This Agreement shall enure to the benefit of and be binding upon SPFA and the Accredited Company and their respective successors and permitted assigns.
- 9.8 This Agreement contains the entire Agreement between the parties in respect of its subject matter and supersedes all earlier agreements, understandings, negotiations and discussions, whether verbal or written. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. The Agreement may not be modified, amended or supplemented in any manner without the prior written consent of the SPFA and without signatures of authorized representatives of both parties.

Per:	Print Name:	
Authorized Signing Officer signature		
Title:	Date:	
SPRAY POLYURETHANE FOAM ALLIANCE		
Per:	Print Name:	
Authorized Signing Officer signature		

Fax: 1-866-242-5000 or e-mail: admin@spfapcp.org ?? Questions call 866-222-5000

THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT on the date first written above.