



Employer-Based Certification Program Application

ASNT Identification Number

If you already have a company ASNT identification number, please enter it in this box.

Audit Method

The default audit method for Employer-Based Certification (EBC) accreditations is through remote auditing. If a client prefers to have the compliance section of the audit conducted on-site, then ASNT Certification Services LLC can accommodate. There will be additional travel-related costs for an on-site audit. For further details, please contact ebc@asnt.org.

If the client wishes to have the compliance audit conducted on-site (subject to additional costs), please check the box below:

Client requests the compliance audit to be conducted on-site.

Client acknowledges that additional fees will be charged for on-site audit.

Qualification Requirements

EBC applicants **MUST** satisfy the following eligibility criteria:

1. Have an EBC program that contains a Written Practice written in accordance with SNT-TC-1A or a Certification Procedure written in accordance with CP-189 **AND**,
2. Have implemented an EBC Program and are able to provide backup documentation for the certification of personnel.

If you do not satisfy the above criteria, please do not apply. Ineligible applications will be returned to the applicant in accordance with the Transfer/Cancellation/Refund Policy. It is your responsibility to determine your own eligibility.

Submittal Requirements

EBC applicants **MUST** submit the following:

1. The fully completed and signed application including payment.
2. The Written Practice or Certification Procedure to be audited.
3. The signed Auditee Agreement (See [Appendix 2 Auditee Agreement](#).)
4. A full list of locations to be accredited with address and contact information.*
5. A full list of NDT certified employees with location, certification level, method, and technique.*

*Only submit the locations that certify personnel to the Written Practice or Certification Procedure to be audited. Only submit NDT certified employees who are certified to the Written Practice or Certification Procedure to be audited.

Company Information – Remote Audit

NOTE: For a remote audit, list the Corporate location. For an on-site audit, the compliance on-site audit will take place at the location that possesses the qualification and certification records. For companies with multiple locations, that would typically be identified as the Corporate location. If uncertain, please contact ebc@asnt.org for further guidance.

Company Name

Company Street Address

City	State/Province	ZIP/Postal Code
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Country	Business Phone	Business Fax
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Business Website Address

Company Primary Contact	Email Address	Phone (include country code)
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Company Secondary Contact	Email Address	Phone (include country code)
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Number of NDT Personnel Certified

If applying for multiple sites, please complete Appendix 1. If registering more sites, simply copy and paste additional location forms or submit an attachment containing the information required in Appendix 1.

Scope of Registration

Initial Registration or Renewal Registration*

Single Site (desktop audit plus 1-day compliance audit) **\$3,875.00**
Only one location accredited
≤150 certified technicians

Multi-Site 1 (desktop audit plus 1-day compliance audit) **\$3,875.00**
Complete Appendix 1
Multiple-Sites accredited
≤150 certified technicians

Multi-Site 2 (desktop audit plus 2-day compliance audit) **\$4,725.00**
Complete Appendix 1
Multiple-Sites accredited
151-500 certified technicians

Multi-Site Variable (desktop audit plus variable compliance audit) **Quoted by ASNT Certification Services LLC**
Complete Appendix 1
Multiple-Sites accredited
>500 certified technicians

Variable audits will be reviewed on a case-by-case basis and a quote provided by ASNT Certification Services LLC. ASNT Certification Services LLC may take into account the number of locations, number of certifying Level IIIs, external accreditations, and internal audit programs.

Note: To be eligible for Multi-Site registrations, the company shall be able to provide readily available objective evidence of certification documentation for all certified individuals during a virtual audit or at a single location (on-site compliance audits). For more information on registration designations, contact ebc@asnt.org.

List below and include your Written Practice or Certification Procedure with this application.
NOTE: An additional \$500 fee will apply if requesting an audit for both SNT-TC-1A and CP-189.

SNT-TC-1A – Year(s) _____

Written Practice Name _____ Revision # _____ Date _____

CP-189 – Year(s) _____

Certification Procedure Name _____ Revision # _____ Date _____

*For renewal applications only, check here if the Written Practice/Certification Procedure has not been revised during the registration period. A 30% discount from the published price will be applied when the Written Practice audit is waived.

Application Policy

All ASNT Certification Services LLC accreditation audits are required to be completed within one calendar year from the date on the original notice of approval sent to the applicant. Failure to schedule audits within that one-year period will result in forfeiture of all fees to ASNT Certification Services LLC.

For cancellation of the accreditation process prior to the Written Practice/Certification Procedure audit, the company is entitled to a full refund of accreditation fee minus a \$150 administrative fee per application.

For cancellation of the accreditation process after the Written Practice/Certification Procedure audit but prior to the compliance audit, the company is entitled to a refund of 50% of the accreditation fees.

No refunds will be accepted after the compliance audit has been performed.

Rescheduling of the compliance audit within 30 days of the scheduled audit will result in a \$150 rescheduling fee.

All requests for cancellations must be submitted in writing via email to ebc@asnt.org.

Statements, Release, and Signature

I hereby attest that all facts on this application are true and correct and no information which might be material and/or detrimental has been withheld. I agree to abide by the decision of ASNT Certification Services, LLC relative to the granting of any approvals as applied for herein.

I have read the Auditee Agreement, and I agree that I can provide the requested certifications (e.g., regarding criminal conduct and fraud), make the required acknowledgments (e.g., regarding proprietary information, conflict of interest, code of ethics, safeguards and health and safety), and agree to the covenants and agreements (e.g., regarding cooperation, undertakings, use of Accreditation Certificate or Mark, Non-solicitation of ASNT Certification Services, LLC Employees or Auditors, Indemnity, Limitation of Liability and Release) and will be willing and able to sign the Agreement as is, without changes, if requested.

In consideration for ASNT Certification Services, LLC processing this application, the undersigned, having made application for approval for EBC Accreditation from ASNT Certification Services, LLC, does hereby release and forever discharge and indemnify and hold harmless ASNT Certification Services, LLC, an Ohio Corporation, and its affiliates and subsidiaries, from any and all liabilities, claims, demands, or causes of action whatsoever, which now exist or which may arise on account of the undersigned's application or activities as an EBC Accredited by ASNT Certification Services, LLC.

The undersigned further acknowledges that this release is being given as a prerequisite for having filed an application for consideration by ASNT Certification Services, LLC or its affiliates.

The undersigned further represents that if not approved by ASNT Certification Services, LLC, this release shall be binding on the undersigned and ASNT Certification Services, LLC, and its affiliates and subsidiaries, and any and all agents of ASNT Certification Services, LLC in connection with such application process. I have read and understand the attached transfer, cancellation, and refund policy and understand that all application documents submitted to ASNT Certification Services, LLC become the property of ASNT Certification Services, LLC.

I authorize ASNT Certification Services, LLC to publish the company name, city, state, country, demographics, registration date, and expiration date in connection with this application and accreditation in the EBC Program.

Signature of Applicant

Print Name of Applicant

Date

CODE OF ETHICS/CODE OF CONDUCT/CONFLICT OF INTEREST

1.0 SCOPE

- 1.1 This Code of Ethics states the principles and expectations governing the operation of Accredited Employers (Employers) in relation to NDT personnel certification.

2.0 APPLICABILITY AND ENFORCEMENT

- 2.1 This Code of Ethics applies to employers currently accredited through the ASNT Certification Services LLC Employer-Based Certification Program.
- 2.2 Breaches to the Code of Ethics will be evaluated and ruled on by the Employer-Based Certification Audit Committee.
- 2.3 The fact that a particular conduct is not mentioned in the Code of Ethics/Code of Conduct does not prevent it from being unacceptable or discreditable, and therefore, the Accredited Employer can be subject to disciplinary action up to and including revocation of accreditation.

3.0 PRINCIPLES

- 3.1 Integrity – Employer shall engage in the application and certification process in good faith. Information provided shall be accurate and truthful prior to and throughout the accreditation process. Any Employer that fails to provide accurate and truthful information is subject to disciplinary measures as provided in Section 2.2.
 - 3.1.1 Employer shall operate an employer-based certification program that meets the requirements of its governing documents through the accreditation period. Employers that willingly deviate from the accredited documents will be subject to corrective measures up to and including revocation of accreditation per Section 2.
- 3.2 Impartiality – Employers shall exhibit the utmost level of impartiality in relation to certification of NDT personnel.
- 3.3 Confidentiality – Employers shall exhibit the utmost level of confidentiality in relation to information contained in employee certification files.
- 3.4 Competency – Employers shall competently manage an employer-based certification program.

4.0 CODE OF CONDUCT

4.1 Integrity

- 4.1.1 Shall perform NDT personnel certification with honesty, diligence, and responsibility.
- 4.1.2 Shall only accept training documentation as allowed by the Employer's approved Written Practice or Certification Procedure.
- 4.1.3 Shall only accept hands-on experience training documentation as allowed by the Employer's approved Written Practice or Certification Procedure.
- 4.1.4 Shall only accept prior certification and examination documentation as allowed by the Employer's approved Written Practice or Certification Procedure.
- 4.1.5 Shall not certify individuals not meeting the Employer's approved Written Practice or Certification Procedure.
- 4.1.6 Shall not falsify any documentation related to the certification of NDT personnel.
- 4.1.7 Shall not knowingly be a party to any illegal activity or engage in acts that are discreditable to the profession of NDT or to ASNT Certification Services, LLC.
- 4.1.8 Shall use the ASNT Certification Services, LLC name and EBC logo only as allowed by ASNT Certification Services LLC.
- 4.1.9 Shall respect and contribute to the legitimate and ethical objectives of ASNT Certification Services LLC.

4.2 Impartiality

- 4.2.1 Employer shall not allow any outside influence to prevent them from performing NDT personnel certification activities in accordance with the approved Written Practice or Certification Procedure.
- 4.2.2 Employer shall not influence any employee to perform NDT personnel certification activities not in accordance with the approved Written Practice or Certification Procedure.
- 4.2.3 Employer shall not attempt to unduly influence an ASNT Certification Services, LLC employee, auditor, or committee member.
- 4.2.4 Employer shall not provide any gifts of monetary or any other value that could influence an ASNT Certification Services, LLC employee, auditor, or committee member.

4.3 Confidentiality

4.3.1 Employer shall be prudent in the use and protection of information acquired in the course of NDT personnel certification.

4.4 Competency

4.4.1 Employer shall certify NDT personnel only in those services for which the necessary knowledge, skills, and experience has been attained.

4.4.2 Employer shall maintain a high level of quality and integrity in relation to NDT personnel certification to not bring the ASNT Certification Services, LLC name or brand into disrepute.

4.4.3 Employer shall continually strive to improve proficiency, effectiveness, and quality of services.

5.0 CONFLICT OF INTEREST

5.1 A conflict of interest may be present between an Employer and an ASNT Certification Services, LLC employee, auditor, or committee member.

5.2 The Employer is responsible for alerting ASNT Certification Services, LLC of any possible conflicts of interest.

6.0 DECLARATION

6.1 I certify that I have read and agree to the ASNT Certification Services, LLC Code of Ethics. I agree to disclose any current and future conflicts of interest and report them to ASNT Certification Services, LLC EBC staff immediately.

Name (Officer of the Company)

Position

Company

Signature

Date

Appendix 1 – Multi-Site Locations

(Site information may be supplied in an alternate format provided all the below information is included.)

Location 1

Company Name

Street Address

City

State/Province

ZIP/Postal Code

Country

Representative Name

Phone (include country code)

Position

Email

Level III Certifier Name(s)

Same Quality Management System as Main Site? Yes No

Same Company Written Practice as Main Site? Yes No

Number of NDT Personnel Certified at this Location _____

Location 2

Company Name

Street Address

City

State/Province

ZIP/Postal Code

Country

Representative Name

Phone (include country code)

Position

Email

Level III Certifier Name(s)

Same Quality Management System as Main Site? Yes No

Same Company Written Practice as Main Site? Yes No

Number of NDT Personnel Certified at this Location _____

Location 3

Company Name

Street Address

City State/Province ZIP/Postal Code Country

Representative Name

Phone (include country code)

Position

Email

Level III Certifier Name(s)

Same Quality Management System as Main Site? Yes No

Same Company Written Practice as Main Site? Yes No

Number of NDT Personnel Certified at this Location _____

Location 4

Company Name

Street Address

City State/Province ZIP/Postal Code Country

Representative Name

Phone (include country code)

Position

Email

Level III Certifier Name(s)

Same Quality Management System as Main Site? Yes No

Same Company Written Practice as Main Site? Yes No

Number of NDT Personnel Certified at this Location _____



AUDITEE AGREEMENT – ASNT CERTIFICATION SERVICES LLC EMPLOYER-BASED CERTIFICATION ACCREDITATION PROGRAM

ASNT Certification Services, LLC will formally notify the _____ (Auditee)
Name of Company

of all associated fees through the ASNT Certification Services, LLC website, scheduling correspondence,

CANCELLATION CLAUSE

- For cancellation of the accreditation process prior to the Written Practice/Certification Procedure audit, the Auditee is entitled to a full refund of accreditation fees minus an administrative fee per application. The administrative fee shall be identified in the application policy of the EBC application form.
- For cancellation of the accreditation process after the Written Practice/Certification Procedure audit but prior to the compliance audit, the company is entitled to a refund of 50% of the accreditation fees.
- No refunds will be accepted once the compliance audit has begun.

RESCHEDULING CLAUSE

- The Auditee requesting the rescheduling of the compliance audit more than 21 days prior to the scheduled audit will result in an administration fee, identified in the EBC application form.
- The Auditee requesting the rescheduling of the compliance audit 14–21 days prior to the scheduled audit will be charged an administrative fee equivalent to 5% of the audit cost (not including travel costs).
- The Auditee requesting the rescheduling of the compliance audit 4–13 days prior to the scheduled audit will be charged an administrative fee equivalent to 10% of the audit cost (not including travel costs).
- The rescheduling of audits less than four (4) days prior to the scheduled audit requires consultation with ASNT Certification Services, LLC.
- If the chosen audit method is on-site, then the Auditee shall be charged for the travel-related cost changes for the auditor.

All requests for cancellations must be submitted in writing via e-mail to ebc@asnt.org

The applicant certifies, to the best of their knowledge and belief that the Applicant and/or any of its; Principals (1) Have not within a five (5) year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract violation of Federal or state laws relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (2) are not presently indicted for or otherwise subject to any criminal or civil action.

APPLICANT AGREES TO THE TERMS AND CONDITIONS REFERENCED HEREIN. THIS AGREEMENT IS NOT EFFECTIVE UNTIL YOUR APPLICATION IS APPROVED AND ASNT RETURNS A SIGNED COPY. AN AUDIT DATE HAS BEEN SCHEDULED AND ACCEPTED BY ASNT. THIS AUDITEE AGREEMENT SHALL REMAIN IN EFFECT FOR THE DURATION OF APPLICANT’S PARTICIPATION IN THE RELEVANT ASNT PROGRAM UNLESS REVOKED BY ASNT, AUDITEE IN WRITING TERMINATES PARTICIPATION IN THE SAME PROGRAM, OR SUPERSEDED BY AUDITEE ACCEPTANCE OF TERMS AND CONDITIONS OTHERWISE ASSOCIATED WITH SUBSEQUENT VERSION OF AUDITEE AGREEMENT. THE AUDITEE AGREEMENT SHALL SUPERSEDE ALL OTHER AGREEMENTS BETWEEN ASNT CERTIFICATION SERVICES, LLC AND AUDITEE, BOTH ORAL AND WRITTEN,

THIS AGREEMENT is made by and between ASNT Certification Services, LLC, an Ohio nonprofit corporation having a principal place of business at 912 Gemini Street, Houston, TX 77058, and the company making application for accreditation.

Name of Company and Address (‘‘Auditee’’)

WITNESSETH:

WHEREAS, ASNT Certification Services, LLC, or its affiliate or subsidiary, is the administrator of the EBC Accreditation Program (‘‘Program’’);

WHEREAS, Auditee has submitted to ASNT Certification Services, LLC an application for accreditation pursuant to the Program together with the applicable fee and information;

WHEREAS, ASNT Certification Services, LLC is agreeable to initiating the process of accreditation (‘‘Audit’’) pursuant to the Program, the regulations and standards promulgated in accordance with the Program and the terms and conditions of this Agreement; and

WHEREAS, Auditee desires to continue the accreditation services and understands and agrees that the Audit shall be conducted pursuant to ASNT Certification Services, LLC policies, procedures, regulations and standards of the Program (‘‘Policies’’), such that
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application for accreditation shall constitute implied acceptance of all Policies, the terms of which are hereby incorporated by reference, and shall be upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth hereinafter and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1 – ACCREDITATION

- 1.01. **Process of Accreditation.** In accordance with this application submitted to ASNT Certification Services, LLC by Auditee, Auditee hereby confirms its desire to undergo the Audit, and to participate in the accreditation process defined in the current revisions of the applicable Policies and ASNT Certification Services, LLC hereby agrees to undertake the accreditation of Auditee. Auditee understands and agrees that ASNT Certification Services, LLC can publish the Auditee's name, city, state, country, demographics, registration date, and expiration date in connection with accreditation, all reports and accreditation arising out of the accreditation process shall be the sole and exclusive property of ASNT Certification Services, LLC, and that ASNT Certification Services, LLC shall have the right to publish, disseminate or otherwise distribute such reports and accreditation information and results, in accordance with Program requirements and Policies, provided that nothing herein shall affect Auditee's proprietary rights as set forth in this Agreement. Auditee understands that possible outcomes of an audit are: accreditation, failure of accreditation, and/or follow-up Audit or information required (as defined by the Policies).
- 1.02. **Term.** In the event that Auditee is accredited pursuant to the Program, the term of the Accreditation shall be as described in Policies, unless such Accreditation is earlier revoked or suspended in accordance with the terms of this Agreement. During the term of the Accreditation, ASNT may conduct other Audits, at its discretion, to assure the Auditee is maintaining its operation in accordance with the Program. Prior notice is not required for audits conducted during the term of accreditation. In the event that Auditee does not receive Accreditation and concludes any appeals unfavorably, this Agreement shall be deemed terminated. Auditee agrees as a condition of accreditation that subsequent reaccreditation audits may be scheduled by ASNT Certification Services, LLC and that Auditee is subject to cancellation or rescheduling fees for these audits as specified in the cancellation and rescheduling clause.
- 1.03. (a) **Audit Fee.** During the term of Auditee's Accreditation hereunder, Auditee shall pay all applicable Audit Fees. The Audit Fee shall be submitted with the EBC application. Applications will not be processed until payment has been received. ASNT Certification Services, LLC shall have the right to adjust the number of audit days and audit fees for currently scheduled audits based on published price changes (or) when changes to scopes, checklist revisions, failure of Auditee to respond to audit-related requests in a timely manner, or other program modifications warrant changes to audits.
- (b) **Re-audit Fee.** In the event that an Auditee does not pass an initial Audit or Auditee's Accreditation is terminated, revoked or withdrawn and Auditee requests ASNT Certification Services, LLC to conduct an Audit for compliance and accreditation or reaccreditation, a re-audit fee shall be imposed.
- 1.04. **Taxes.** Any applicable taxes are the responsibility of the Auditee.

ARTICLE 2 – TERMINATION

Requirements set forth under this article are intended to apply in any instance not otherwise addressed within a program document. In the event of a conflict between the Auditee Agreement and any program document or Policy, the applicable program document or Policy shall prevail.

- 2.01. **Suspension or Revocation.** If during the term of Auditee's Accreditation hereunder, Auditee is found by ASNT Certification Services, LLC to be in violation of this Agreement or any of the conditions of the Program, then ASNT Certification Services, LLC shall have the right to suspend or revoke the Accreditation in accordance with the Policies. In the event that ASNT Certification Services, LLC determines that Auditee is in violation of this Agreement or any conditions of the Program, ASNT Certification Services, LLC shall notify Auditee thereof in writing, and Auditee shall have five (5) business days to respond to ASNT. Such response of Auditee shall set forth facts showing that ASNT Certification Services, LLC's determination was incorrect, or that ASNT Certification Services, LLC's determination was correct, and that Auditee has taken or is taking corrective action to cure the default, including the time required to effect the cure, or has remedied the conditions giving rise to such violation of the Program or Agreement. Non-payment by Auditee of any outstanding audit and/or penalty fees shall constitute grounds for suspension or revocation of accreditation under this clause.
- 2.02. **Final Determination.** ASNT Certification Services, LLC shall make a final determination pursuant to Auditee's response under Section 2.01 of this Article within twenty (20) business days of receipt thereof or after a reasonable time period. Final determination shall be made in accordance with the Policies and shall include the reasons, therefore. If such determination concludes that there is a default or noncompliance with the conditions of the Program which was disputed by Auditee, Auditee shall have the right to Appeal in accordance with the Policies or agree to correct such violation or noncompliance. Failure to correct or appeal within the applicable time shall result in the revocation of the Accreditation and termination of this Agreement. ASNT Certification Services, LLC shall have the right to suspend Accreditation during any period in which Auditee is taking corrective action, if in ASNT Certification Services, LLC's sole discretion, such noncompliance is of such substantiality to affect Auditee's ability to comply with the Policies.

- 2.03. ASNT Certification Services, LLC Termination. If ASNT Certification Services, LLC determines that Auditee has failed to respond to ASNT Certification Services, LLC's determination of a violation or noncompliance pursuant to Section 2.01 of this Article, has not appealed a final determination thereof or has failed to meet the conditions of any appeal determination, then ASNT Certification Services, LLC shall revoke the Accreditation and terminate this Agreement. ASNT Certification Services, LLC shall notify Auditee in writing of the termination.
- 2.04. Auditee Termination. Auditee may terminate its Accreditation by giving ASNT Certification Services, LLC thirty (30) days prior written notice of the termination.

ARTICLE 3 - AUDITEE'S ACKNOWLEDGMENTS

- 3.01. Proprietary Information. Auditee recognizes and acknowledges that: (a) in the course of the ASNT Certification Services, LLC Audit it may be necessary for Auditee to provide information which could include, in whole or in part, information concerning confidential and/or proprietary information belonging to Auditee or relating to Auditee's business affairs including the confidential information of contractors with whom Auditee is working or who are soliciting business (collectively referred to herein as the "Proprietary Information"); (b) that while the Proprietary Information is recognized as the property of Auditee or the contractors or their Auditees, such confidentiality shall not be a reason for nondisclosure to ASNT Certification Services, LLC Auditors; and that it shall be the responsibility of Auditee to identify to ASNT Certification Services, LLC Auditors all Proprietary Information, and in particular that which the use, misappropriation or disclosure of could cause irreparable injury to the owner thereof, and to mark all such written information as "Proprietary".
- 3.02. Conflict of Interest. Auditee further recognizes and acknowledges that it is essential for the proper and successful functioning of the Program and Audits that Auditee avoid all conflicts of interest and appearances of conflicts with respect to ASNT Certification Services, LLC and ASNT Certification Services, LLC Auditors. In such regard, Auditee shall restrain (a) from any attempt to solicit or influence any ASNT Certification Services, LLC employee engaged in the Program or any ASNT Certification Services, LLC Auditor regarding the outcome of an audit or information concerning accreditation data and (b) from any business association with ASNT Certification Services, LLC Auditor during the Auditor's term of engagement with ASNT Certification Services, LLC and for a reasonable period following the termination of Auditor's engagement with ASNT Certification Services, LLC.
- 3.03 Code of Ethics. Auditee agrees to adhere to the Code of Ethics / Code of Conduct / Conflict of Interest as described in the Application.
- 3.04 Auditee agrees to conduct themselves respectively, responsibly, ethically, and lawfully as it pertains to the accreditation process.
- 3.05 The Auditee shall be an advocate of conditions that safeguard the rights and welfare of all ASNT Certification Services, LLC employees or contractors.
- 3.06 Health and Safety. Auditee shall comply with all relevant laws related to workplace safety and take reasonable steps to ensure the health and safety of any ASNT Certification Services, LLC staff member or representative while on-site at Auditee facility for purposes of conducting an audit.

ARTICLE 4 - AUDITEE'S COVENANTS AND AGREEMENTS

- 4.01. Cooperation. Auditee agrees that it shall provide all information and documents reasonably requested of it by ASNT Certification Services, LLC or ASNT Certification Services, LLC's representative(s) to conduct or complete the Audit.
- 4.02. Undertakings. Auditee agrees to maintain the conditions which gave rise to Accreditation and to notify ASNT Certification Services, LLC of any changes in any such condition that would have an effect on such Accreditation in accordance with Program standards. Auditee shall use its best efforts to adhere to the performance of the obligations under this Agreement, to the obligations imposed by the regulations and standards of the Program and Policies, and to comply with all rules and regulations established or issued by ASNT Certification Services, LLC under the applicable Program.
- 4.03. Misuse of Accreditation Certificate or Mark. Auditee has the right, as defined in Policies, to use in its promotional efforts the Program Accreditation Mark. Auditee agrees that Auditee shall, when using the Mark, make reference only to the specific products, processes, or services for which the Accreditation applies and shall not, directly or indirectly, make any improper or misleading references to the Program, the Accreditation Certificate, or the Program Mark in any advertisements, brochures, test reports, or other presentations. Auditee also agrees that Auditee retains responsibility for its products, processes, or services and will not make any representations or statements concerning Accreditation which imply or impute any approval of any specific Auditee product or service or acceptance of responsibility by the Program or ASNT Certification Services, LLC. Auditee further agrees that misuse of the Accreditation Certificate or Mark will subject Auditee to suspension or revocation of Accreditation, as addressed in Section 2.01 hereof. If such misuse has occurred, Auditee shall remove the Program Accreditation Mark immediately if so requested by ASNT Certification Services, LLC.
- 4.04. License after Accreditation. Upon accreditation, ASNT Certification Services, LLC hereby grants to Auditee a non-exclusive, world-wide, royalty-free license during the Term of this Agreement: (a) to state that it is accredited by ASNT Certification Services, LLC; (b) to use the Program Accreditation Mark on Auditee's website with the notation of "accredited"; and (c) to link to the appropriate pages within the ASNT Certification Services, LLC website. No other use of ASNT Certification Services, LLC's

name, website, logo, or service marks is licensed hereby. This license may not be assigned or sublicensed by Auditee to any other party, including any affiliate of Auditee.

- 4.05. Non-solicitation of ASNT Certification Services, LLC Employees or Auditors. Unless otherwise agreed by the parties in writing, Auditee agrees that during this Agreement it shall not, directly or indirectly, solicit or hire any ASNT Certification Services, LLC Employee engaged in the activities of the Program or any ASNT Certification Services, LLC Auditor, either as an employee, consultant or expert witness.
- 4.06. Indemnity. Auditee shall indemnify (indemnify meaning reimburse by payment or otherwise) and defend, save and hold ASNT Certification Services, LLC harmless with respect to all claims, liabilities, losses, suits or expenses made or brought by anyone, arising out of or related to Auditee's actions and this Agreement or based upon a product or service of Auditee. Auditee shall pay any damages and costs, including any attorneys' fees arising out of all claims, liabilities, losses, suits or expenses. ASNT Certification Services, LLC agrees to notify Auditee promptly and in writing of any such claim or action and Auditee shall have the right to settle, compromise or defend any such claim or action; provided, however, that ASNT Certification Services, LLC shall have a right to participate therein at its own cost.
- 4.07. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, Auditee expressly understands and agrees that in no event shall ASNT Certification Services, LLC, and its affiliates and subsidiaries, be liable to Auditee for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ASNT Certification Services, LLC has been advised of the possibility of such damages), or for any damages resulting any of ASNT Certification Services, LLC's actions pursuant to this Agreement, including but not limited to the audit process, accreditation, suspension, revocation, termination, and failure of accreditation.
- 4.08. Release. Auditee does hereby release and forever discharge ASNT Certification Services, LLC, from any and all liabilities, claims, demands, or causes of action whatsoever, which now exist, or which may hereafter arise on account of ASNT Certification Services, LLC's actions or the actions of any third parties, including but not limited to an auditor, pursuant to this Agreement.
- 4.09. Authorization to Bind. By accepting the terms herein referenced, Auditee representative confirms his/her authority to bind the Auditee organization.

ARTICLE 5 – ASNT CERTIFICATION SERVICES, LLC'S REPRESENTATIONS AND WARRANTIES

- 5.01. Best Efforts. ASNT Certification Services, LLC represents that it will use its best efforts to conduct all Audits and investigations in accordance with the Program and to carry out the accreditation, suspension, failure, or revocation processes in accordance with due process.
- 5.02. Non-Disclosure of Proprietary Information. ASNT Certification Services, LLC agrees to hold and safeguard the Proprietary Information in confidence for Auditee, its successors and assigns and agrees that ASNT Certification Services, LLC shall not, without the prior written consent of Auditee, misappropriate or disclose or make available to anyone for use outside ASNT Certification Services, LLC's organization or to anyone not authorized to receive such Proprietary Information at any time, either during the term of this Agreement or subsequent to the termination of this Agreement for any reason, including without limitation termination by ASNT Certification Services, LLC, any of the Proprietary Information, whether or not developed by Auditee, except as required in the performance of ASNT Certification Services, LLC's obligations under the Program, pursuant to legal order or if such time as the Proprietary Information is in the public domain or disclosed to ASNT Certification Services, LLC by a third party not under an obligation of confidentiality to Auditee.
- 5.03. Non-solicitation of Auditee Employees. ASNT Certification Services, LLC agrees that during this Agreement it shall not, directly or indirectly, solicit or hire any Auditee Employee, either as an employee, consultant, or expert witness, unless Auditee otherwise agrees in writing.
- 5.04. Disclaimer of Warranty. THE LICENSE TO THE MARKS IS PROVIDED ON AN "AS IS" BASIS. ASNT CERTIFICATION SERVICES, LLC DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. ASNT HAS NO DUTY OR OBLIGATION TO REGISTER, RENEW, OR OTHERWISE MAINTAIN ANY REGISTRATION FOR THE CERTIFICATION MARKS.

ARTICLE 6 – MISCELLANEOUS

- 6.01. Authorization to Modify Restrictions. It is the intention of the parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder thereof. If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

- 6.02. ASNT Certification Services, LLC Violation Not a Defense. In an action by ASNT Certification Services, LLC to enforce this Agreement any claims asserted by Auditee against ASNT Certification Services, LLC shall not constitute a defense to ASNT Certification Services, LLC's action unless arising out of a claim for breach of this Agreement.
- 6.03. Parties Not Agent of Other. In the execution of this Agreement, neither party shall be deemed to be an agent of the other and shall have no power to bind each other.
- 6.04. Contract Entire Agreement. This Agreement and Application constitute the entire agreement between the parties and shall supersede all prior negotiations, proposals and purchase orders, whether written or oral. The Agreement shall not be varied in its terms by any oral agreement or representation or otherwise than by an instrument executed in writing by both parties by their duly authorized representatives.
- 6.05. Non-Assignment. Auditee shall not assign this Agreement or the obligation and responsibilities there under.
- 6.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflicts of law principles). Each party agrees that any legal action arising out of this Agreement must be brought in the state or federal courts in the State of Ohio. Auditee expressly consents, and waives all objections, to personal jurisdiction and venue by and in the courts located in the State of Ohio. Auditee hereby voluntarily and intentionally waives any right which Auditee may have to a trial by jury with respect to any proceeding, litigation, or counterclaim based on, or arising out of, under, or in connection with this Agreement or the Program.
- 6.07. Remedies. If ASNT Certification Services, LLC prevails in a proceeding for damages or injunctive relief, Auditee agrees that ASNT Certification Services, LLC, in addition to other relief, shall be entitled to reasonable attorneys' fees, costs and the expenses of litigation incurred by ASNT Certification Services, LLC in securing the relief granted by a court.
- 6.08. Counterparts, Section Headings. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed through delivery of duly executed signature pages by facsimile or electronic transmission, with the same effect as original signatures. The section headings of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.
- 6.09. Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, communicable virus or other disease including COVID-19, restraint of government, governmental acts, injunctions, labor strikes, other than those of ASNT Certification Services, LLC or its contractors / affiliates, that prevent ASNT Certification Services, LLC from furnishing the services outlined herein, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. Force majeure shall not serve as grounds for maintaining Auditee accreditation in the event Auditee is unable to perform a process for which they had previously attained accreditation.

On behalf of ASNT Certification Services, LLC

 Paul Lang Signature
 Director of Global Certification & Accreditation/
 Executive Director

 Date

 Company Name

 Company Representative

 Company Representative Position

 Company Representative Signature

 Date