



SAFEGULF ORIENTATION ACCREDITATION POLICY AGREEMENT

Contingent on receipt of accreditation by the PEC/Premier, (“PEC”), the Training Provider submitting this application (“Training Provider”), through the undersigned, as authorized representative of the Training Provider, hereby agree to the following conditions:

1. TRAINING PROVIDER’S ACCREDITATION DUTIES

The Training Provider voluntarily agrees to accept PEC’s accreditation standards and to submit necessary information for the participation as an accredited Training Provider in accordance with Process set forth in the Accreditation Process. Failure to submit necessary supporting information and to abide by accreditation standards shall be due cause for revoking this agreement and any accreditation that has been granted to the Training Provider.

2. ACCREDITATION DETERMINATION

The Training Provider shall be deemed “accredited” when the Accreditation Review Committee has determined that the applicant meets Training Provider’s standards and has issued a formal certificate to applicant enabling applicant to publicly stipulate the Training Provider’s compliance with accreditation Process and standards. Training Provider may publicly display said certificate only during such period as the Training Provider is in compliance with the accreditation Process and standards. Training Provider shall not display the certificate when the necessary Review Committee’s finding of compliance has been withheld or withdrawn. Subject to the right of due process appeal defined in the accreditation Process, Training Provider shall abide by the decision of the Review Committee as to the compliance or non-compliance of Training Provider with applicable accreditation standards. Training Provider shall not permit the display or use of the certificate other than as permitted by the Review Committee and the terms of this agreement and the accreditation Process. Use of the certificate in contravention of this agreement will be due cause for PEC to revoke this Agreement and to issue a public announcement to this effect in accordance with the provisions of the Accreditation Process.



3. DIRECTORY OF ACCREDITED TRAINING PROVIDERS

PEC shall prepare and publish periodically, as it deems appropriate, a Directory of Accredited Training Providers containing a list of all, which are accredited at the time of each publication. PEC shall publish periodic bulletins to include any additions to or deletions from the Directory.

4. TRAINING PROVIDER ACCREDITATION PROCESS

Both the PEC and the Training Provider shall follow and be controlled by the Process and rules regarding the formulation of standards, reporting of information, complaints, display of formal certificates of participation in the Training Provider, and due process appeals from decisions of the Review Committee and other matters to which this Agreement refers, as set forth in the Accreditation Process developed and periodically reviewed and updated by PEC.

5. TRAINING PROVIDER'S GOOD FAITH COMPLIANCE

Training Provider shall use all practical means at its disposal continuously to assure that the services it provides fully comply with the applicable accreditation standards at all times.

6. RIGHT TO AUDIT

When a site visit to audit a Training Provider is required, requested, or otherwise deemed necessary or desirable by PEC, the Review Committee notifies the Training Provider of the approximate dates of a site visit. If a site visit is declined and cannot be rescheduled to the mutual agreement of the Review Committee and the Training Provider, the organization will be placed on probation, notwithstanding the provisions of appeal in the Accreditation Process. Upon scheduling a site visit, the Review Committee selects, from a list of names it has approved, the site visitor(s). Detailed arrangements for the visit are made through direct contact between the Training Provider and the site visitor(s).



7. CHARGES OF TRAINING PROVIDER NONCOMPLIANCE

Training Provider agrees that if a claim of noncompliance with accreditation Process or standards is filed against Training Provider, It will promptly comply with any request of the Review Committee for necessary information. Training Provider agrees to reimburse PEC for any expenses related thereto, unless the claim was filed by another Training Provider and is found to be without merit, in which case the charging Training Provider shall reimburse PEC. Training Provider agrees to reimburse PEC for expenses incurred in connection with a merit less charge that it files.

8. ACCREDITATION STATUS REPRESENTATION

When reference is made to Training Provider accreditation at any time, only the following shall be referred to or used: 1) The term "PEC Accredited"; 2) an official certificate or stamp issued by PEC, provided such certificates or stamps shall be printed in full, without alteration of any kind; or 3) a SAFEGULF logo and trademark owned by PEC and whose nonexclusive use by Training Provider is hereby licensed to Training Provider upon official notification that it has received full accreditation. PEC shall have the right to notify Training Provider of any material used or issued by Training Provider that PEC considers to be misleading to the public in regard to any reference to PEC or to Training Provider's accreditation, and Training Provider agrees on receipt of notice from PEC to terminate use of such other steps as PEC may deem appropriate in the public interest.

9. INDEMNIFICATION AND HOLD HARMLESS

Training Provider agrees to indemnify and hold harmless PEC, the Review Committee and their directors, officers, members, employees and agents from against any and all liability, loss, damages, costs, or expenses, including reasonable attorneys fees, which they may incur, suffer, or be required to pay reason of, or in consequence of, Training Provider's actions, or breach of this Agreement or any other acts or omissions of PEC or the Review Committee in respect to the right granted hereunder to obtain and to represent accreditation status or to display formal accreditation certificates, or that may be sustained or incurred in making any investigation on account of any claim, loss, cost, damage, or expense, or in defending or prosecuting any action, suit, or other proceeding



that may be brought in connection therewith, or in enforcing any of the obligations herein contained, or in connection therewith, or in enforcing any of the obligations herein contained, or in obtaining a release from liability in connections therewith.

10. DURATION AND TERMINATION OF AGREEMENT

Training Provider agrees that PEC may, on ten days written notice to Training Provider, terminate this Agreement for any of the causes set forth in this Agreement and in accordance with the due process stated in the Accreditation Process. Otherwise, this Agreement shall be effective on the date of execution and shall remain in effect until such time as either party terminates the Agreement..

Signature of PEC Training Provider Administrator or Responsible Person Date

Printed or Typed Name of Training Provider Administrator or Responsible Person Date

Title

Name of Company or Institution