



SPFA CERTIFICATION AGREEMENT

THIS AGREEMENT is made as of _____ (the "Effective Date") by and between the SPRAY POLYURETHANE FOAM ALLIANCE ("SPFA"), a 501(c)(6) non-profit corporation organized and operating under the laws of the Commonwealth of Virginia and having its principle place of business at 3927 Old Lee Highway, #101B, Fairfax, Virginia 22030 and

Full Legal Name: _____

Address: _____

City, State, Zip Code: _____,

the ("Certified Individual")

WHEREAS, the SPFA is a non-profit organization dedicated to setting high standards for ongoing professional practice in the spray polyurethane foam industry through the SPFA Professional Certification Program.

WHEREAS, the individual identified above has sought to obtain certification under the SPFA PCP;

WHEREAS, subject to the provisions of this Agreement and on the condition that the Certified Individual is not in breach of any of the terms or conditions of this Agreement or the provisions of the current Certification Handbook, the SPFA hereby grants to the Certified Individual a limited, revocable and non-exclusive license to make use of the applicable Certification Mark during the Term and only in the manner and for the specific purposes/uses identified in this Agreement or the Certification Handbook or as subsequently modified by the SPFA in its sole and reasonable discretion.

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 **"Certification Mark"** means any mark or marks developed, exclusively owned and used by the SPFA in connection with the SPFA and/or the SPFA Professional Certification Program or PCP.

1.2 **“Certified Individual”** means a person who has met and continues to meet the applicable requirements for certification by the SPFA or its authorized agent or third party designee under the SPFA PCP. A Certified Individual may hold more than one SPFA PCP certification.

1.3 **“SPFA Professional Certification Program” or “PCP ”** means the professional certification program developed by the SPFA to provide education and training designed to enhance, test and evaluate the knowledge and skills of those individuals involved in the installation of SPF.

2. TERM

2.1 This Agreement shall take effect on the Effective Date set forth above and shall remain in effect until terminated by the SPFA or the Certified Individual or if the Agreement is non-renewed or lapses due to actions, or failure of action, on the part of the Certified Individual.

3. ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 The Certified Individual hereby acknowledges and agrees that as a condition of certification under the PCP, he/she shall at all times be and remain in compliance with all of the provisions of this Agreement, the current PCP Certification Handbook and to conduct his or her work in a safe and professional manner consistent with the PCP. The Certified Individual further agrees that he/she shall at all times relevant to this Agreement comply with applicable federal, state and local laws and regulations and such reasonable PCP requirements as may be imposed from time to time by the SPFA or its authorized agent or third party designee. A failure to adhere to these obligations may result in the suspension or termination of his or her PCP certification.

3.2 The Certified Individual warrants that all information and documentation he/she has provided to the SPFA or its employees, authorized agents or third party designees in connection with his or her application and certification under the PCP is true and correct and acknowledges and agrees that the SPFA is relying upon the accuracy of such representations, information and warranties in entering into this Agreement. He /she further agrees to provide updated and/or corrected information as such information may become available.

3.3 The Certified Individual acknowledges and agrees that the PCP is a proprietary SPFA program and that such program is and shall remain the sole and exclusive property of the SPFA. The Certified Individual warrants that he/she shall not challenge, interfere with, damage or infringe upon such SPFA proprietary rights, title or interest and that he/she shall not use the Certification Mark (including without limitation any documents or materials relating thereto) for any purpose inconsistent with this Agreement and/or the requirements of the PCP. The Certified Individual shall not use a Certification Mark denoting PCP certification for any other purpose other than to designate the applicable PCP certification, nor may he/she, directly or indirectly copy, distribute, transfer, assign or make available the applicable Certification Mark 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.

3.4 The Certified Individual agrees that he/she shall pay the PCP Certification renewal fee on an annual basis, as determined by SPFA from time to time, with notice of the renewal and fee being mailed to the Certified Individual annually.

3.5 The Certified Individual is not authorized to extend, assign, sell or transfer to any third party any of his/her rights, duties or obligations under this Agreement.

3.6 The Certified Individual further acknowledges and agrees that issuance of the applicable Certification Mark by the SPFA indicates only that the Certified Individual has satisfactorily met

the PCP requirements for such certification and that the issuance of such certification by the SPFA does not constitute an endorsement or guarantee by the SPFA of his/her products or services.

3.7 The Certified Individual acknowledges and agrees that the PCP (including without limitation, the systems, programs, standards, requirements and methods relating thereto) may be amended from time to time by the SPFA. Current information is posted on the website. The Certified Individual agrees to abide by the current posted version of the SPFA documents. SPFA agrees to provide written notice of changes to the systems, programs, standards, requirements and methods relating thereto amendments by posting such changes to the current Certification Handbook on the PCP/SPFA website and notifying everyone enrolled in the PCP when the update has been posted.

4. CERTIFIED INDIVIDUAL'S USE OF CERTIFICATION MARK

4.1 The Certified Individual warrants and agrees that he/she shall only use the Certification Mark on advertisements, promotional materials, and otherwise to identify him or herself as an SPFA PCP certified individual in strict compliance with the terms and conditions of this Agreement and any requirements imposed by the SPFA and the current Certification Handbook on the use and display of the applicable Certification Mark. The Certified Individual shall not use, alter, amend or display the Certification Mark for any other purpose or use without the prior written consent of the SPFA.

4.2 Upon written request by SPFA or its authorized agent or third party designee, the Certified Individual agrees to provide the same with copies of all materials, documents, packaging, advertisements, business cards, marketing materials, website links and anything otherwise, bearing the Certification Mark in advance of any use or distribution of the same. Any failure of SPFA to comment shall not be interpreted as consent for such use. Should SPFA notify the Certified Individual of any objection to his/her use the Certification Mark, he or she shall immediately cease use of same in accordance with SPFA's demand.

4.3 No advertising, promotions or marketing by the Certified Individual shall contain any statement or material which may, in the sole judgment of SPFA, contain objectionable language, be misleading or misrepresentative, be in bad taste, or be inconsistent with SPFA's public image as a first class professional organization representing high standards of safety, conduct and professionalism in the spray polyurethane foam industry.

4.4 The Certified Individual agrees not to use the applicable Certification Mark in any manner calculated to represent that the Certified Individual is the owner of the Certification Mark, affiliated with or an agent of SPFA, or that the Certified Individual is anything other than a licensed user of the Certification Mark.

4.5 The Certified Individual agrees to immediately notify the SPFA or its authorized agent or third party designee of any apparent, suspected or actual infringement of the Certification Mark and shall cooperate with the SPFA and its authorized agent or third party designee with respect to the prosecution of any litigation relating to such infringement or the challenging of the Certification Mark.

4.6 The Certified Individual shall at all times observe all such PCP requirements with respect to trademark notices and other forms of marking with respect to the Certification Mark as the SPFA or its authorized agent or third party designee may from time to time require. The Certified Individual shall, when using the Certification Mark indicate clearly that the mark is owned by SPFA.

4.7 The Certified Individual shall ensure that any and all checks, letterhead, contractual documents, advertising, promotional or marketing materials, or writings of any nature, will not directly or indirectly state or infer that the SPFA or its authorized agents or third party designees or the PCP, are responsible or liable in any way for the obligations or responsibilities of the Certified Individual.

4.8 The violation of any provision of this Section 4 which remains uncorrected after the Certified Individual has been notified of the violation in writing may result in the suspension or loss of his/her PCP certification.

5. SPFA'S OBLIGATIONS

5.1 SPFA or its authorized agent or third party designee is responsible for maintaining and delivering the certification program and for meeting the requirements of ISO 17024.

6. BREACH AND TERMINATION

6.1 This Agreement may be voluntarily terminated (withdrawn) at any time by the Certified Individual upon written notice to the SPFA or its third party designee. In the event of such voluntary termination of this Agreement, the individual's certification(s) will be withdrawn and he/she shall immediately discontinue any and all use of the Certification Mark designated for the Certified Individual.

6.2 The Certified Individual agrees that his/her PCP certification may be suspended or terminated by the SPFA, in its discretion, if the Certified Individual is found by the SPFA or the SPFA PCP Complaint Review Board, Certification Management Board or third party designee, acting reasonably, to be in default or in breach of any of his/her duties and obligations under this Agreement or the current SPFA Certification Handbook. The SPFA or SPFA Complaint Review Board, Certification Management Board or third party designee will provide written notice of the same to the Certified Individual who will be provided with an opportunity to respond in writing to SPFA in accordance with the procedures set forth in the Certification Handbook. The procedures are defined in the Complaint, Default or Deficiency Section of the Certification Handbook.

6.3 Without limiting the generality of the foregoing, the Certified Individual shall be deemed to be in default under this Agreement where:

- (a) the Certified Individual fails to participate in or successfully complete any and all applicable PCP requirements or fails to complete any recertification or renewal requirements under the PCP;
- (b) the Certified Individual is found to have provided the SPFA or its authorized agent or third party designee with inaccurate, misleading or incomplete information;
- (c) the Certified Individual is in default of any of his/her obligations under this Agreement or the current Certification Handbook;

6.4 Should the SPFA elect to impose a suspension rather than a termination, giving the Certified Individual an opportunity to respond to the complaint, default or deficiency (CDD), it shall notify the individual in writing of the CDD, the suspension of certification, the default to be remedied, and the period granted to the Certified Individual to take corrective action requested correct any such CDD, failing which SPFA may, in its reasonable discretion, suspend or terminate the license and the Certified Individual's certification. 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 Certified Individual per the procedure outlined in the current Handbook.

6.5 In the event of a suspension or termination of credentials, or should this Agreement be terminated for any reason, the Certified Individual shall immediately:

- (a) cease to use, directly or indirectly, the Certification Mark in any manner and for any purpose whatsoever;
- (b) surrender to SPFA his/her photo identification card and all other PCP related documents requested by SPFA;
- (c) remove the Certification Mark and any reference to the SPFA or PCP from any and all materials, including without limitation packaging, signs and advertisements, promotional and marketing information, business cards, letterhead, websites, under its custody or control upon which the Certification Mark or reference to the SPFA appears, and shall destroy the same or return them to SPFA upon request;
- (d) immediately pay to SPFA all fees, amounts and other charges as are or have become due and payable; and
- (e) immediately cease to and thereafter not, directly or indirectly, hold himself or herself out to the industry, consumers, or the public as a Certified Individual.
- (f) Follow the process outlined in current Handbook for the CDD Process and Reinstatement.

6.6 The Certified Individual agrees that the requirements set forth in paragraph 6.5 (a)-(e) are reasonable and necessary to protect the integrity of the SPFA, the PCP, and the Certification Mark and that these requirements are enforceable by injunction, including without limitation by interlocutory injunction, by any court of competent jurisdiction. In the event that SPFA is required to seek injunctive relief or litigate to enforce any of the terms of this Agreement, it shall be entitled to receive from the Certified Individual reimbursement of SPFA's reasonable attorneys' fees and court costs in the event such injunctive relief issues in favor of SPFA and/or if SPFA prevails in litigation commenced to enforce the Agreement.

7. INDEMNITY AND RELEASE

7.1 The Certified Individual hereby acknowledges and agrees that while the SPFA has made its best effort to develop and make available the PCP, neither the SPFA, nor its directors, officers, agents, employees, volunteers, contractors or third party designees shall be responsible or liable to the Certified Individual 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 misconduct, in respect of the services, materials or products rendered or provided by the Certified Individual, or the use and delivery of the PCP in connection therewith.

The Certified Individual hereby warrants that he/she 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 Certified Individual's (or any employee or contractor under this or her control) acts, errors or omissions, negligence, intentional or willful misconduct or a breach of the terms or conditions of this Agreement or the current Certification Handbook. This duty of indemnification shall survive the termination or expiration of this Agreement for any reason.

7.2 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 or provided by the Certified Individual or any employee or contractor under his or her control.

7.3 The Certified Individual acknowledges and agrees that in no event shall 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, damage or injury that may be suffered by the Certified Individual by virtue of his/her PCP certification or the suspension or termination of his/her certification.

8. GENERAL

8.1 The Certified Individual is not and shall not represent him or herself to be the employee, agent, joint venture or partner of the SPFA. No representations will be made or acts taken by the Certified Individual which could be deemed to create or infer any apparent relationship of agency, joint venture or partnership, and SPFA shall not be bound in any manner whatsoever by any agreements, warranties or representations made by Certified Individual to any other person or with respect to any other action of the Certified Individual.

8.2 This Agreement shall be interpreted and construed in accordance with the laws of Virginia current hereto and the parties irrevocably agree to the jurisdiction of Virginia with respect to any dispute relating hereto.

8.3 All notices under this Agreement shall be in writing and shall be sent by traceable delivery service or email. Unless changed in writing, the address for SPFA and the PCP program for the purpose of notice is:

**SPF Professional Certification Program (PCP) or email: certdir@sprayfoam.org
1050 Connecticut Ave., NW, Suite 500
Washington, DC 20036**

The notice address of the Certified Individual shall be the address listed at the beginning of this document, unless SPFA or its authorized agent or third party designee is otherwise notified in writing.

8.4 This Agreement represents the entire Agreement between the parties and no representation, warranty or condition shall apply hereto unless expressed herein in writing. This Agreement may not be amended except by written agreement executed by authorized representatives of the parties.

8.5 The failure of the SPFA and/or its authorized agent or third party designee to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the Certified Individual 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 the SPFA and/or its authorized agent or third party designee 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 Certified Individual has failed to exercise such right, power or option.

8.6 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.

8.7 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.

8.8 This Agreement shall inure to the benefit of and be binding upon the SPFA and the Certified Individual and their respective successors and/or permitted assigns.

The parties have executed this Agreement on the date first written above.

PCP Certified Individual:

Full Legal Name (print): _____

Signed _____

Date signed: _____

SPRAY POLYURETHANE FOAM ALLIANCE (Professional Certification Program):

By: _____

It's Authorized Signatory

Office/Position: _____

Date signed: _____

Please forward this agreement to:

**SPFA-PCP
1050 Connecticut Ave., NW, Suite 500
Washington, DC 20036**

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

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