

QP and QS Accreditation Program Application

(For Contractors and Inspection Companies)

This application form is used to provide information that will aid in evaluating and rating your company. To avoid delays in the evaluation process, you must answer all questions accurately and truthfully. **Please submit a PDF copy of your completed application and all submittals to QPApplications@ampp.org along with the correct non-refundable fee payment.** (Refer to the Application Instructions, Document Submittals, and the Program Rules for details.)

Applying for: **QP1** **QP2** **QP3** **QP5** **QP6** **QP7** **QP8** **QP9** **QS1** **QN1**

1. Company Name: _____

(Must be the complete name of the company applying for accreditation. This legal entity name will be displayed on the certificate.)

Principal Officer/Title: _____

Principal Officer E-Mail Address: _____

Phone (include Country Code/Area Code): _____

Company Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Website (if applicable): _____

Federal I.D./EIN: _____

(Enclose copy of Federal ID/EIN notification from the IRS or equivalent form for non-USA based organizations.)

2. Personnel Contact Information

Quality Manager Name/Title: _____

Quality Manager E-Mail Address: _____

Quality Manager Phone (include Country Code/Area Code): _____

HS&E Manager Name/Title: _____

HS&E Manager E-Mail Address: _____

HS&E Phone (include Country Code/Area Code): _____

Billing Contact Name: _____

Billing Contact (include Country Code/Area Code): _____

Billing E-Mail Address: _____

3. Branch/Division Office* Address: _____

(If more than one, please submit a list of branches/division offices with the information requested in Question 1.)

**Branch or Division Office refers to locations other than the main headquarters and is a physical asset of the parent company, regardless of whether the building is owned, leased, or rented.*

Company Name: _____

Principal Officer/Title: _____

Principal Officer E-Mail Address: _____

Telephone (include Country Code/Area Code): _____

Company Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Website Address (if applicable): _____

Federal ID/EIN: _____

(Enclose copy of Federal ID/EIN notification from the IRS or equivalent form for non-USA based organizations.)

Ownership: Private Ownership Sole Proprietorship Partnership Corporation Other

4. Years your company has operated under name listed in Question #1: _____

If less than 5 (five) years, list previous names/owners below:

Previous Name/Owner: _____ From: _____ To: _____

Previous Name/Owner: _____ From: _____ To: _____

5. Is the location listed in Question #1 the main place of business? Yes No**6. Has your company undergone (within the past 18 months) or is it planning to undergo any significant changes?**

(e.g., name change; change in ownership; Chapter 7, 11, or 13; purchase or takeover of/by another contracting company; joint venture/partnership with another contractor; executive management personnel changes, etc.)?

Yes No

If yes, please attach an explanation that meets the notification requirements described in the [Special Provisions/Major Changes in a Company's Organization](#) section in the QP Accreditation Program Rules document.

7. Field or Shop Audit of an Active Work Under Contract.

The Accreditation program requires the auditor to conduct a field or shop visit to observe active work in progress. For field work, please list the location of jobs in progress where job site audits can be conducted. Please include any restrictions below such as special safety and PPE requirements, security clearances, access requirements, etc.

7a. Project work field or shop (scope and location):

Restrictions:

Name, title, phone # (including cellphone) of contact person on this site:

Days/Times Work Crews are on job site: _____

7b. Project work field or shop (scope and location):

Restrictions:

Name, title, phone # (including cellphone) of contact person on this site:

Days/Times Work Crews are on job site: _____

7c. Project work field or shop (scope and location):

Restrictions:

Name, title, phone # (including cellphone) of contact person on this site:

Days/Times Work Crews are on job site:

8. **Attach copies of any federal, or state/provincial or local regulatory agency worker safety and health or environmental non-compliance, or other regulatory violations (e.g., wage and hourly violation) and citations issued to any of your company's industrial painting operations during the previous 36 months.**

Provide resolution/settlement/notice of consent documentation if applicable, as well as a summary of policy changes and actions your company has taken as a result of the citations. Submit required copy of appropriate OSHA or equivalent form regarding occupational fatalities and serious injuries requiring hospitalization that have occurred on your job sites in the last 36 months.

9. **Has your company or any of its personnel been accused/charged/alleged by a Court (Local, State or Federal) of involvement in any illegal business practices in the past 36 months?** If yes, please explain in a separate attachment. Yes No

10. **List the names and headquarters locations of any industrial/marine coating contractors your company is affiliated with.**

NOTE: *An affiliated company is, "A company, corporation, partnership, joint venture, or other business entity operating under a different name than the accredited company, which performs surface preparation or coating application or administrative and other support functions for the accredited company; and which an officer, director, owner, partner or stockholder of the accredited company, a previously accredited company disciplined by AMPP, or the accredited company itself, exercises directly or indirectly (such as through family members) any significant degree of ownership, management or control."*

Affiliated Company Name: _____

Location: _____

Principal Contact: _____

Phone: _____

E-Mail: _____

11. **Is your company now, or has it been in the past, associated in any way with a contracting company operating under another name, which has been disciplined by SSPC/AMPP under the Discipline Action Criteria (DAC)?**

A copy of the DAC can be found on AMPP's website using this link: [DAC](#)

Yes No

If yes, please explain: (attach typed copy, if desired)

12. Are any of your company's officers, directors, owners, managing agents, or managers now exercising (or have previously exercised) director in direct control, management, or ownership of another contracting company, which has been disciplined by the AMPP under the DAC? Yes No

If yes, please explain:

13. If your company has NOT had such association with a company previously disciplined under the DAC, please check this box:

14. Has your company been disqualified or disbarred from any bidder's list in the past 36 months, or have you defaulted on any coating contracts or failed to complete any coating contracts in the same period? Yes No

If yes, please provide the reason for disqualification, disbarment, default, or failure to complete and the name of the entity:

15. Attach a copy of most recent (12 months) OSHA Accident and Illness forms. (OSHA Forms 300 and 300A if US-based).
16. Please submit a copy of your corporate Health and Safety Plan, if applicable for the accreditation being sought.
17. If your company is ISO 9001 (2015) certified or maintains another third-party Quality Management System accreditation, please describe below, or attach certificates in a separate attachment.

Please provide a link to an online file share where we may download your documents:

Link:

QP and QS Accreditation Program Agreements

As a principal officer of the organization, I attest that the company agrees to abide by and be bound by the rules, regulations and procedures set forth herein.

IMPORTANT NOTE: Failure to answer truthfully or any instance of providing inaccurate information can result in immediate revocation or denial of accreditation status or rejection of your application.

Omission or falsification of information or failure to answer all questions truthfully will result in withholding or denial of accreditation status. Your company will be checked against the provisions of the Disciplinary Action Criteria (DAC). If your company has critical faults under the DAC, AMPP will reject your application for a time equivalent to any specified penalty.

This agreement (along with the attached Agreement with Applicant and Code of Professional Conduct) must be initialed and signed below by the President, Chief Operations Officer, Chief Executive Officer, or Binding Authority of the organization.

By my initials and signature below, I acknowledge that I have read and understand:

Initials: _____ The AMPP/SSPC QP Accreditation Program Rules;

Initials: _____ The AMPP/SSPC QP and QS Accreditation Application Instructions, Application, and Submittal Items Required;

Initials: _____ The AMPP Agreement with Applicant;

Initials: _____ The AMPP QP Program Code of Professional Conduct;

Initials: _____ The AMPP Disciplinary Action Criteria (DAC),

Initials: _____ And all QP and QS Program procedures set forth therein.

Signature: _____

Printed Name: _____

Title: _____

Date Submitted: _____

Administrative and Audit Fee Submitted with this Application: \$ _____

AMPP AGREEMENT WITH APPLICANT

This Agreement ("Agreement") is entered into by and between AMPP (The Association for Materials Protection and Performance) (herein after referred to as "AMPP"), located at 15835 Park Ten Place Dr., Houston, Texas, USA, 77084, and 800 Trumbull Drive, Pittsburgh, PA 15205, USA, the coatings contractor company, coating inspection company, or independent training organization (herein after referred to as "Applicant") that is applying for accreditation in AMPP/SSPC's Quality Procedures Program titled the QP Contractor Accreditation Program ("QP").

The Applicant certifies, to the best of his/her knowledge and belief that the Applicant and/or any of its key management (1) have not within a two (2) year period preceding this application, been convicted of or had a civil judgment rendered against them for committing a criminal offense in connection with job performance or business practices, including violation of any federal, national, provincial, or state antitrust-statutes relating to business practices, and (2) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with committing of any of the offenses above.

THE APPLICANT AGREES TO THE TERMS AND CONDITIONS REFERENCED HEREIN. THIS AGREEMENT IS NOT EFFECTIVE UNTIL AN APPLICATION, SUBMITTALS AND PAYMENT HAVE BEEN RECEIVED BY AMPP. THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE DURATION OF THE APPLICANT'S PARTICIPATION IN, OR RECOGNITION BY, QP ACCREDITATION PROGRAM, UNLESS REVOKED BY AMPP MANAGEMENT, OR THE APPLICANT TERMINATES PARTICIPATION IN QP ACCREDITATION PROGRAM VIA WRITTEN NOTIFICATION TO THE QP ACCREDITATION PROGRAM ADMINISTRATOR. IN THE EVENT THAT APPLICANT DOES NOT ACHIEVE ACCREDITATION AND CONCLUDES AVAILABLE APPEALS PROCESSES UNFAVORABLY, THIS AGREEMENT SHALL BE CONSIDERED TERMINATED UNTIL SUCH TIME THAT THE ENTITY CHOOSES TO REAPPLY FOR ACCREDITATION.

WHEREAS, AMPP has developed and manages an industry accreditation program known as "QP ACCREDITATION PROGRAM" which provides the framework, methods, and required attributes for assessing the business practices, personnel availability, training practices, equipment availability, and company history to provide accreditation of a marine or industrial coatings contractor; and WHEREAS Applicant is seeking accreditation by QP ACCREDITATION PROGRAM for the purposes of publicly demonstrating that it follows best practices in managing its coating contractor business, inspection business, or independent training organization.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. ACCREDITATION

- 1.1 In submitting the QP ACCREDITATION PROGRAM accreditation application package to the QP ACCREDITATION PROGRAM Administrator, the Applicant agrees to be audited by AMPP at AMPP's discretion. Audits may be announced, short notice or unannounced.
- 1.2 Applicant agrees that the terms of accreditation conferred by QP ACCREDITATION PROGRAM, in the event the Applicant achieves accreditation, is governed by the QP ACCREDITATION PROGRAM Policies and Procedures and Program Rules, which is incorporated by reference and made a part of this Agreement. Accreditation is for a duration of one (1) year unless the accreditation status is suspended, withdrawn, or cancelled in accordance with the QP ACCREDITATION PROGRAM Policies and Procedures and Program Rules. The Applicant agrees that an accreditation is conferred or terminated as determined by AMPP management personnel in accordance with the QP ACCREDITATION PROGRAM Policies and Procedures and Program Rules.
- 1.3 Interim Audits. During the term of an accreditation, QP ACCREDITATION PROGRAM auditors may conduct spot audits, at the discretion of AMPP management, to ensure the Applicant is conducting business in accordance with QP ACCREDITATION PROGRAM principles. Spot audits conducted during the term of accreditation may be announced or unannounced at AMPP's discretion.
- 1.4 The term of QP ACCREDITATION PROGRAM accreditation shall be extended upon Applicant's (a) timely payment of correct program fees, (b) achieving acceptable or superior audit scores via criteria set forth in the QP ACCREDITATION PROGRAM auditing standard, and (c) demonstrating compliance with QP ACCREDITATION PROGRAM rules and standards, which are incorporated by reference and made a part of this Agreement.
- 1.5 In the event the Applicant disagrees with an audit report, Applicant shall notify the QP ACCREDITATION PROGRAM Manager in writing, and AMPP shall have, in its sole discretion, the right to review audit reports and determine whether accreditation should be granted in accordance with the QP ACCREDITATION PROGRAM Policies and Procedures Manual.

2. TERMINATION

- 2.1** If during the Applicant's term of accreditation, the Applicant is found, in a manner described in the QP ACCREDITATION PROGRAM Policies, Procedures and Program Rules, to be in violation of this Agreement or any of the elements of the QP ACCREDITATION PROGRAM, then AMPP shall have the right to probate, suspend, terminate, revoke or withdraw the accreditation in accordance with processes set forth in the QP ACCREDITATION PROGRAM Policies and Procedures Manual.
- 2.2** Applicant may terminate its QPACCREDITATION PROGRAM accreditation in writing to the AMPP Manager at any time.

3. ADDITIONAL AGREEMENTS

- 3.1** Proprietary Information. Applicant recognizes and acknowledges that: (a) in the course of a QP ACCREDITATION PROGRAM audit, it may be necessary for Applicant to provide information which could include confidential and/or proprietary information belonging to Applicant or relating to Applicant's business affairs, including the confidential information with whom Applicant is working or from who Applicant is soliciting business (collectively referred to herein as "ProprietaryInformation"); (b) that while the Proprietary Information is recognized as the property of Applicant, such confidentiality shall not be a reason for nondisclosure to the QP ACCREDITATION PROGRAM auditors. It shall be the responsibility of Applicant to identify and to mark all such information as "Proprietary" prior to providing the Proprietary Information to the QP ACCREDITATION PROGRAM auditors. Proprietary Information does not include information that is (a) generally available to the public; (b) available to AMPP on a non-confidential basis from a third-party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary duty; (c) in AMPP's possession or known to AMPP on a non-confidential basis prior to AMPP's receipt from Applicant; or (d) required by law to be disclosed.
- 3.2** Applicant shall not (a) solicit from any employee of AMPP or its Service Providers, or any QP ACCREDITATION PROGRAM auditor information concerning the outcome of the Applicant's auditor accreditation data; (b) influence or attempt to influence through the use of gifts, bribery or other similar tactics a favorable audit report for accreditation; and (c) communicate or otherwise associate with the QP ACCREDITATION PROGRAM auditor or auditors during the pre-audit and audit periods, and for a reasonable period following the completion of an audit event with a QP ACCREDITATION PROGRAM auditor.
- 3.3** Applicant shall comply with all relevant federal and state laws, rules, and regulations related to workplace safety and take reasonable steps to ensure the health and safety of any AMPP representative or QP ACCREDITATION PROGRAM auditor while on-site at Applicant's facility for purposes of conducting an audit.

4. APPLICANT'S COVENANTS AND AGREEMENTS

- 4.1** Cooperation. The Applicant agrees that it shall provide all information and documents reasonably requested of it by the QP ACCREDITATION PROGRAM Administrator or auditors to complete the QP ACCREDITATION PROGRAM pre-auditor audit.
- 4.2** Misuse of QP ACCREDITATION PROGRAM Logo. An Applicant that has achieved QP ACCREDITATION PROGRAM accreditation has the right, as defined in the QP ACCREDITATION PROGRAM Policies and Procedures Manual and during the term of its accreditation, to use the QP ACCREDITATION PROGRAM logo in its promotional efforts solely in connection with Applicant's accreditation. Any misuse of the QP ACCREDITATION PROGRAM logo may, at AMPP's sole discretion, result in suspension or termination of Applicant's accreditation.
- 4.3** Non-solicitation of AMPP Employees, Service Partners, or their Contractors. Unless otherwise agreed by the parties in writing, Applicant agrees that during this Agreement it shall not solicit or hire any AMPP employees, employees of AMPP's Service Partners, or its contractors engaged in QP ACCREDITATION PROGRAM activities.
- 4.4** Indemnity. Applicant agrees to indemnify, defend, and hold harmless AMPP and its Service Providers, and its directors, officers, employees, representatives, and agents, from and against all claims, demands, causes of action, suits, settlements, judgments, and expenses (including reasonable attorneys' fees) incident to any of the foregoing for death, bodily injury, damage to property, or other damages of any kind arising from or in connection with (a) activities of the Applicant's directors, officers, employees, representatives, or agents; (b) the negligent performance of Applicant's obligations under this Agreement; or (c) breach of this Agreement by Applicant.
- 4.5** Authorization. By executing this Agreement, Applicant's representative represents and warrants his/her authority to bind the Applicant organization.

- 4.6** Waiver. Applicant agrees to release, discharge, and hold harmless AMPP, its affiliates, including the AMPP, The Association for Materials Protection and Performance, and Service Providers, and QP ACCREDITATION PROGRAM Customers and owners of QP ACCREDITATION PROGRAM Customers' field audit sites, from any and all liability that may arise, directly or indirectly, now or in the future, by reason of any injury to (including death), damage, loss, or expense incurred by Applicant Institution or Organization's employees, agents or representatives in connection with Applicant Institution or Organization's employees', agents' or representatives' performance of this Agreement, including those caused solely or in part by the fault (including but not limited to negligence, gross negligence, and/or recklessness) of the above-named parties, at any and all audit sites set forth in work orders, including, but not limited to QP ACCREDITATION PROGRAM Customers' facilities/workshop and field audit sites. None of the above-named parties shall bear any responsibility for the safety of the Organization, its personnel, employees, agents or representatives or personal property. AMPP shall have no liability whatsoever for any indirect, consequential, special, or incidental damages, regardless of how those damages are incurred.

5. WORK EXPERIENCE FORM

- 5.1** Conduct of Audits and Investigations. AMPP represents that it will conduct all audits and investigations of Applicant for QP accreditation in accordance with the QP ACCREDITATION PROGRAM Policies and Procedures and Program Rules and the Disciplinary Action Criteria (DAC).
- 5.2** Non-Disclosure of Proprietary Information. AMPP shall not misappropriate, disclose, or make available any third party outside AMPP, AMPP's Service Providers, contractors, and auditors, either during the term of this Agreement or subsequent to the termination of this Agreement for any reason, any of Applicant's Proprietary Information, except as required in the performance of AMPP obligations QP PROGRAM accreditation of Applicant, without the prior written consent of Applicant.
- 5.3** Nonsolicitation of Applicant Employees. AMPP agrees that during this Agreement it shall not, directly, or indirectly, solicit or hire any Applicant employee, either as an employee, consultant, or expert witness, unless Applicant otherwise agrees in writing.

6. MISCELLANEOUS

- 6.1** Agreement in its Entirety. This Agreement represents the entire agreement and supersedes any and all prior or contemporaneous representations, statements or agreements of any kind, whether written or oral, made by or on behalf of either party. If any provision of this Agreement is unenforceable for any reason, it shall be amended rather than voided, if possible, to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and still enforceable.
- 6.2** Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. All legal proceedings relating to the subject matter of the Agreement shall be subject to a court of competent jurisdiction within Harris County, Texas.
- 6.3** Notice. Any notice permitted or required by this Agreement shall be sent by email, courier (hand delivery, FedEx, UPS, etc.) or certified mail, return receipt requested, to the applicable address below or to such other address(es) as a party may designate in writing. In the event of mailing, a courtesy copy shall also be sent by email.
- 6.4** General Provisions. If any term of this Agreement shall be unlawful, void, or unenforceable, then that term shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 6.5** Assignment of Rights. No party may assign its rights or obligations under this Agreement without the express written consent of the other Party. The failure of a party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

Official Business Name of the Organization: _____

Name and Title of Organization Representative with Binding Authority: _____

Name _____

Title _____

Signature thereof: _____

Date: _____

AMPP QP PROGRAM CODE OF PROFESSIONAL CONDUCT

(FOR ACCREDITED ORGANIZATIONS)

I, the undersigned, on behalf of the organization shown below, recognize and acknowledge that:

Objective audit practices validating proper surface preparation, coating application and inspection, proper hazardous waste management and in-house or independent training practices can be critical to the safety and welfare of the general public and industrial facilities.

Surface preparation and coating application is obligatory to maximize conservation of our material resources and to reduce economic losses.

The entire field of coatings encompasses many diverse skills and disciplines, and levels of technical competence, which must often be taken into consideration.

Through continual association and cooperation with others in the coatings field, the safest and most economical solutions may be found to many types of coating problems.

The quality of work and personal conduct of each QP accredited organization reflects on the entire industry of coatings contractors, and the profession of coatings application.

Therefore, this QP accredited organization, named below, agrees to:

Give first consideration in our coatings work to safety and public welfare.

Apply ourselves with diligence, thoroughness, and responsibility to the coating's industry/profession.

Pursue and complete our work with fairness, honesty, integrity, and courtesy, ever mindful of the best interests of the public, asset owner, QP Accreditation, AMPP, the industry of coatings contractors, and all industry workers.

Not represent ourselves to be proficient concerning specific coatings-related work for which we are not qualified by knowledge, training and experience.

Avoid and discourage untrue, sensational, exaggerated, or unwarranted statements regarding our organization.

Treat as confidential our knowledge of the business affairs or technical processes of clients, employers, students or customers.

Inform customers of any affiliations, interests, or connections, which might influence, or appear to influence our judgment.

(Insert Company Name) _____, under the authority of

(Insert Representative's Name) _____ hereby agrees to
uphold and abide by AMPP "QP Program Code of Professional Conduct" for accredited organizations so long as it is accredited by the QP Program.

Official Business Name of the Organization: _____

Name of Organization Representative with Binding Authority: _____

Signature thereof: _____

Date: _____