



# ATTESTATION & AGREEMENT

## PROVIDER INFORMATION

Name of company or institution (designated the "accreditable unit"):

Parent Organization (if different from accreditable unit):

## ATTESTATION STATEMENT

***Please read the following "Attestation Statement" and the "Accreditation/Audit Policy Agreement" carefully; then complete the signature and information requirements at the end.***

The undersigned, acting as authorized agent(s) of the company applying for accreditation, hereby attest(s) that all information contained in this document is accurate and complete.

The applicant agrees that, to obtain and continue accreditation, it will adhere to the criteria and procedures contained in the Handbook for Accreditation (DIT-01). Any variance from the procedures and criteria must be approved by the International Association of Drilling Contractors ("IADC") in writing. The applicant has submitted this application and entered into this agreement voluntarily with the full knowledge and understanding that failure to comply with the aforementioned may result in (1) rejection or revocation of accreditation, or (2) other sanctions (e.g., corrective or disciplinary actions).

## ACCREDITATION/AUDIT POLICY AGREEMENT

Contingent on granting of accreditation by IADC, the training provider ("Provider") submitting this application, through the undersigned, as authorized representative of the Provider, hereby agrees to the following conditions:

### 1. PROVIDER'S ACCREDITATION DUTIES

The Provider voluntarily agrees to accept IADC's accreditation standards and to submit necessary information for participation as an accredited Provider in accordance with procedures set forth in the Handbook for Accreditation (DIT-01). The IADC may revoke this agreement and any accreditation if the Provider fails to submit necessary supporting information and to abide by accreditation standards.

### 2. ACCREDITATION DETERMINATION

The Provider shall be deemed "accredited" when the DIT Review Panel has determined that the applicant meets program standards and has issued the Provider a formal accreditation certificate, enabling the Provider to publicly proclaim that they are in conformance with accreditation procedures and standards. The Provider may publicly display the accreditation certificate only during such period as the Provider remains in conformance with the accreditation procedures and standards. The Provider shall not display the certificate when nonconformance has been determined by IADC and accreditation has been withheld or withdrawn. The Provider shall abide by the decision of IADC regarding conformance or nonconformance of the Provider with applicable accreditation standards. The Provider shall not permit the display or use of the certificate other than as permitted by IADC and the terms of this agreement and the accreditation procedures. The IADC may revoke this Agreement if the Provider uses the certificate in contravention of this agreement, and the IADC may issue a public announcement to this effect in accordance with the provisions of the Handbook for Accreditation.

### 3. DIRECTORY OF ACCREDITED PROVIDERS

IADC shall periodically prepare and publish, as it deems appropriate, a Directory of Accredited Providers, which contains a list of all Providers who are accredited at the time of publication. From time to time, IADC will publish periodic updates of the Directory as any additions to or deletions from the Directory occur.

#### 4. PROGRAM ACCREDITATION PROCEDURES

Both IADC and the Provider shall follow and be controlled by the procedures and rules regarding the formulation of standards, reporting of information, complaints, representation of Provider status, display of accreditation certificates, and other matters to which this Agreement refers, as set forth in the accreditation procedures developed and periodically reviewed and updated by IADC.

#### 5. PROGRAM'S GOOD FAITH CONFORMANCE

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

#### 6. RIGHT TO AUDIT

When an audit of a Provider is required, requested, or otherwise deemed necessary or desirable by IADC, IADC will notify the Provider of the approximate dates of an audit. If an audit is declined and cannot be rescheduled to the mutual agreement of IADC and the Provider, the Provider will be placed on Probation. Upon scheduling an audit, IADC selects, from a list of names it has approved, the auditor(s). Detailed arrangements for the audit are made through direct contact between the Provider and the auditor(s).

#### 7. CHARGES OF PROVIDER'S NONCONFORMANCE

The Provider agrees that, if a claim of nonconformance with accreditation procedures or standards is filed against the Provider, it will promptly work to satisfactorily resolve the nonconformance. The Provider agrees to reimburse IADC for any expenses related thereto, unless the claim was filed by another Provider and is found to be without merit, in which case the charging Provider shall reimburse IADC.

#### 8. ACCREDITATION STATUS REPRESENTATION

When reference is made to Provider accreditation at any time, only the following shall be referred to or used: 1) The term "IADC Accreditation Pending," which may be used by a Provider that has made application for accreditation, until such time it is notified of the Panel's decision regarding accreditation; 2) The term "IADC-Accredited," which may be used by a Provider that has been notified that it has received full accreditation; 3) An official certificate or stamp issued by IADC, provided such certificate or stamp shall be printed in full, without alteration of any kind; or 4) A *DIT*<sup>®</sup> logo and trademark owned by IADC and whose nonexclusive use by the Provider is hereby licensed to the Provider upon official notification that it has received full accreditation. IADC shall have the right to notify the Provider of any material used or issued by the Provider that IADC considers to be misleading to the public in regard to any reference to IADC or the Provider's accreditation, and the Provider agrees on receipt of notice from IADC to terminate use of such materials and take such other steps as IADC may deem appropriate in the public interest.

#### 9. INDEMNIFICATION AND HOLD HARMLESS

**The Provider agrees to indemnify and hold harmless IADC, the Panel, and IADC's directors, officers, members, employees, and agents from and against any and all liability, loss, damages, costs, or expenses, including reasonable attorney's fees that the Provider may incur, suffer, or be required to pay by reason of, or in consequence of, Provider's actions, or breach of this Agreement or any acts or omissions of IADC or the Panel 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 obtaining a release from liability in connections therewith.**

#### 10. DISCIPLINARY ACTIONS AGAINST TRAINING PROVIDERS

IADC may, at its sole discretion, bring disciplinary action against any IADC-accredited training provider (Provider). Disciplinary action may be for a specified time period or indefinite. Disciplinary actions include, but are not limited to, Probation, Suspension, and/or Revocation. Disciplinary actions are not meant to be sequential. IADC may, at its sole discretion, move directly to Suspension or Revocation, depending on the severity of the infraction.

IADC may return the Provider to the accreditation status held before the disciplinary action after the issues prompting disciplinary action are resolved. IADC, at its sole discretion, may choose not to return the Provider to the accreditation status held before the disciplinary action and may temporarily or permanently Revoke accreditation. If the disciplinary action is Probation or Suspension, failure of the Provider to take remedial actions required by IADC will result in additional disciplinary action taken against the Provider. Ultimately, Revocation of accreditation will result if the Provider fails to act or takes insufficient steps to resolve the issue in the timeframe specified.

Reasons for disciplinary actions include, but are not limited to, the following:

- Provider fails to abide by accreditation standards.
- Provider fails to submit necessary supporting information requested by ACD staff, technical reviewer, Review Panel, or auditor.
- Provider fails to resolve a complaint issued against the Provider.
- Provider makes significant changes in the nature, structure, location, or operation of an accredited Program that, in the opinion of IADC, significantly undermines the quality of the program.
- Provider refuses to submit to an audit or fails to satisfactorily address Corrective Actions issued by IADC.
- Provider fails to pay appropriate fees in a timely manner.
- Provider fails to make required curriculum adjustments.
- Provider fails to meet the approval requirements of instructors.
- Provider fails to follow quality control procedures.
- Provider fails to respond to IADC requests for information after three attempts.
- Provider cheats, conducts components of the program fraudulently, and/or compromises the quality of the program.

If IADC contacts the Primary Contact regarding any of the issues listed above and does not receive a timely response after three attempts, IADC will initiate the program-closure process. It is the Provider's responsibility to ensure that IADC has the current and correct contact information for the Primary Contact. A "timely" response is defined as within two weeks. IADC staff will immediately notify the company when a decision to revoke accreditation has been made. The accredited company's name will be removed from the website.

#### 10A. Probation

Any Provider may be placed on Probation by IADC at any time. A Provider on Probation may continue with classes scheduled prior to the Probation date. Providers are not permitted to purchase *DIT* test codes after the date the Provider is placed on Probation.

Placing a Provider on Probation is a warning that, if the Provider does not correct all deficiencies noted by IADC, the Provider will be subject to further disciplinary actions up to and including revocation of accreditation.

To be considered for return to full accredited status, the Provider must resolve all issues identified in the disciplinary action and supply IADC evidence of such actions.

#### 10B. Suspension

Any Provider may be suspended by IADC at any time for cause, and cause shall be determined by the IADC in its sole judgment. During Suspension, the Provider will not be permitted to purchase *DIT* test codes, must cease delivery of *DIT* training immediately, and must refrain from issuing *DIT* certificates. Access to the *ACD* database for Providers will be suspended for the duration of the Suspension.

In addition, IADC will remove the Provider's listing on IADC's *DIT*<sup>®</sup>-Accredited Training Provider webpage.

The Provider must resolve all issues identified in the disciplinary action and supply IADC evidence of such actions. Upon resolving all issues, IADC may reinstate the Provider's prior accreditation status.

Failure to resolve all issues for which the Suspension is in place will result in the training provider's accreditation being Revoked (closed).

## 10C. Program Closure

Any Provider's accreditation may be Revoked (closed) by IADC at any time. IADC will immediately notify the Provider when a decision to Revoke (close) their program accreditation has been made. Following notification, IADC will remove the Provider's listing on the IADC's *DIT*-Accredited Training Provider webpage and will remove their access to the *ACD* database.

ACD will officially close the Provider's file and void outstanding *DIT* test codes allocated to the Provider. IADC will not reimburse Providers for the remaining unused test codes in their *DIT* account.

Upon Revocation of accreditation, the training Provider must do as follows:

- Cease all *DIT* operations immediately upon notification of closure.
- Destroy the ACD-issued *DIT* Certificate of Accreditation
- Remove the *DIT* logo and registered trademark from their course materials, brochures, Provider website, and all places the logo or trademark is used.
- Cease referring to *DIT* accreditation when marketing or promoting the Provider's course.

## 11. DISCIPLINARY ACTIONS AGAINST INSTRUCTORS

IADC may, at its sole discretion, bring disciplinary action against any IADC-approved Instructor. Disciplinary action may be for a specified time period or indefinite. Disciplinary actions include, but are not limited to, Probation, Suspension, and/or Certificate Revocation. Disciplinary actions are not meant to be sequential. IADC may, at its sole discretion, move directly to Suspension or Revocation, depending on severity of the infraction.

IADC may return the Instructor to the certificate status held prior to the disciplinary action after the issues prompting disciplinary action are resolved. IADC, at its sole discretion, may choose not to return the Instructor to the certificate status held prior to the disciplinary action and may temporarily or permanently revoke the Instructor's certificate. If the disciplinary action is Probation or Suspension, failure of the Instructor to take remedial actions requested by IADC will result in additional disciplinary action taken against the Instructor. Ultimately, revocation will result if the Instructor fails to act or takes insufficient steps to resolve the issue in the timeframe specified.

Reasons for Disciplinary Actions include, but are not limited to, the following:

- Failure to abide by accreditation standards
- Failure to resolve a complaint issued against the Instructor
- Failure to follow quality control procedures
- Cheating, conducting components of the program fraudulently, and/or compromising the quality of the program

### 11A. Probation

Any Certified Instructor may be placed on Probation by IADC at any time. An Instructor on Probation may continue teaching classes scheduled during the Probation period.

Placing an Instructor on Probation is a warning that, if the Instructor does not correct all deficiencies noted by IADC, the Instructor will be subject to further disciplinary actions up to and including Revocation of certification.

The Instructor must resolve all issues identified in the disciplinary action and supply IADC evidence of such actions.

### 11B. Suspension

Any Instructor may be suspended by IADC at any time. A Suspended Instructor will not be permitted to teach at any IADC accredited Training Provider. A Suspended Instructor's access to all IADC databases will be suspended for the duration of the Suspension.

The Suspended Instructor must resolve all issues identified in the disciplinary action and supply IADC evidence of such actions. Upon resolving all issues, IADC may reinstate the Instructor.

Failure to resolve all issues for which the Suspension is in place will result in the Instructor's Certification being permanently revoked.

11C. Instructor Revocation

Any Instructor may have his or her certificate revoked by IADC at any time. IADC will immediately notify the Instructor when a decision to revoke his or her certificate has been made. Following notification, IADC will remove the Instructor's access to the ACD database.

Upon revocation of certification, the Instructor must do as follows:

- Cease all IADC-related teaching activities immediately upon notification of revocation.

12. MISCELLANEOUS

12A. Resolution of Disputes and Forum Selection Clause

Any dispute arising from or relating to the IADC *DIT* Program, its policies and procedures, or its administration shall be resolved in the following manner:

1. First, by notifying IADC of the dispute in writing and by requesting non-binding mediation. The mediation shall take place in Houston, Texas, unless otherwise agreed to by IADC. The mediation request shall include a brief narrative explaining the basis for the dispute, list of three neutral mediators, and the relief requested. IADC shall have twenty (20) days from receipt of a Mediation Request to pick a mediator from the list provided. The costs and expenses of any such mediation, including compensation and expenses of the mediator, shall be the responsibility of each party to the mediation.
2. Next, if the dispute cannot be resolved within sixty (60) days of the notice of mediation, then the dispute may be brought in the courts of the State of Texas. Specifically, the venue shall be in Harris County, Texas.

12B. Limitation of Liability

**IN NO EVENT SHALL IADC BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DISCIPLINARY ACTION, INCLUDING, BUT NOT LIMITED TO, ALLEGED LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF REPUTATION, PUNITIVE DAMAGES, AND/OR ATTORNEYS' FEES. THIS LIMITATION APPLIES TO ANY CLAIM OR CAUSE OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR EQUITY, REGARDLESS OF WHETHER IADC HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OR ANTICIPATED SUCH LOSS OR DAMAGES.**

For as long as the Training Provider remains in conformance with the standard and all related policies, this Agreement shall be effective on the date of issuance of the DIT Certificate of Accreditation to the Provider and shall be renewed automatically upon determination of continued conformance as determined through completion of a periodic audit.

Signature of Responsible Corporate Official of Company:

Date:

Printed or typed name of Responsible Corporate Official of Company:

First (Given) Name

Middle Name

Last (Family) Name

Title of Responsible Corporate Official of Company: