

## Accreditation/Certification Agreement

The organization listed on this Application for Accreditation/Certification (the “Applicant”) performs or subcontracts the design, fabrication, production, testing, assembly, construction and/or installation of items, or provides a service to the aforementioned activities, at the address given, and makes this application to The American Society of Mechanical Engineers (ASME) for the appropriate Certificate of Authorization or other conformity assessment certificate, which, if applicable, permits the use of the Certification Mark. The Applicant:

- (1) Agrees to use the Certificate and Certification Mark, if applicable, in accordance with the applicable ASME Code or Standard and supplemental conformity assessment requirements governing this application.
- (2) Agrees to return the Certification Mark Stamp and/or Certificate anytime ASME may so request, at the time the Applicant discontinues the work covered, at the time the Certificate expires, if not renewed, or when ASME deems necessary.
- (3) Accepts the conduct of announced or unannounced audits as required by the appropriate ASME accreditation/certification body. Access to the inspection site to conduct audits, reviews or surveys, including travel to and from the site, is the responsibility of the Applicant. If access to the site is blocked or impeded, or if the Applicant deliberately misrepresents information to ASME and its agents, then ASME is not responsible for the Applicant failing to receive or continue to have accreditation/certification.
- (4) Agrees to indemnify and hold harmless ASME and its agents from and against any costs (including legal fees and expenses) and any direct, indirect, incidental or consequential damages (including loss of profits or business opportunity) arising out of any claim or cause of action in any way related to this Agreement or the subject matter hereof, including but not limited to claims based on contract, tort (including negligence), strict liability or breach of warranty (express or implied).
- (5) Understands that the Applicant’s use of the ASME Certification Mark may be allowed provisionally by ASME in its discretion until a decision is made on an appeal of an action of an ASME subcommittee, committee or board and accepts the obligation to pay all legal fees and expenses and ASME's cost for recovering the Certificate and stamp if not returned.
- (6) Agrees to pay ASME for all fees, expenses and expenditures associated with the Review/Survey/Audit conducted by ASME.
- (7) Agrees to not use any ASME's trademarks or any confusingly similar words, marks or phrase, in connection with Applicant's business, including but not limited to its business name, domain name, email address, or in promotional material or imply any endorsement, sponsorship, or approval by ASME other than under #1 above.
- (8) Agrees to purchase or have a paid subscription from ASME or an ASME licensed reseller of the electronic version or hardcopy to the applicable sections of the ASME Boiler and Pressure Vessel Code **is required** for certification to assure that Code users have the latest Code rules. The rules in the Code are subject to revision. Reproduced documents are not accepted for ASME certification. Additionally, ASME may request proof of purchase of the applicable Code sections as part of the application and/or certification verification process.

- (9) Agrees to comply with any future modifications to the applicable Code or Standard and this Agreement, after reasonable prior notice from ASME.

Agrees that ASME's failure to enforce any provision does not act as a waiver to its rights.

**Legal Company Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
Signature must be by a Company Officer or Designee

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Company ID#:** \_\_\_\_\_