

Infiltration & Duct Leakage (IDL)

CERTIFICATION SCHEME HANDBOOK



THE SYMBOL OF EXCELLENCE FOR HOME PERFORMANCE CONTRACTORS

JULY 01, 2022

Notice

Anyone interested in becoming BPI certified as an Infiltration & Duct Leakage Professional, will need to know the scope of the certification and all requirements.

This certification scheme handbook outlines the knowledge, skills and abilities needed for individuals to become certified as an Infiltration & Duct Leakage Professional.

Information in this scheme handbook represents the policies at the date of publication for the BPI Infiltration & Duct Leakage Professional certification. Information in this scheme handbook supersedes information contained in any previous published documents.

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Acknowledgements

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Disclaimer

Eligibility standards, exam content, exam standards, fees, and guidelines are subject to change. BPI will keep the most up-to-date version of this document posted at <u>www.bpi.org</u>. Prior to participating in any available service through BPI, check to ensure that you have based your decision to proceed on the most up-to-date information available. BPI reserves the right to modify documents prior to accepting any application.

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1. About BPI

Founded in 1993, the Building Performance Institute (BPI) is the nation's premier certification and standard-setting organization for home performance professionals. BPI is accredited by the American National Standards Institute, Inc. (ANSI) as a developer of American National Standards and as a certifying body for personnel credentials. BPI develops the technical standards for home energy audits and for energy efficiency, health, and safety improvements. From these standards, BPI develops rigorous written and field exams resulting in one of BPI's 14 professional certifications. BPI understands the importance of impartiality in carrying out its certification activities, manages conflict of interest and ensures the objectivity of its certification activities.

BPI also offers three programs (<u>BPI GoldStar Contractor</u> for companies, <u>Rating Program</u> for raters, and <u>BPI Product Listing</u> for manufacturers) and three certificates (<u>Building Science Principles, Healthy</u> <u>Housing Principles, Site Supervisor</u>). BPI Certified Professionals hold over 12,000 active certifications supported by over 100 BPI Test Centers and 250 Proctors nationwide. BPI has BPI Goldstar Contractors across the country.

BPI is a 501(c)3 corporation registered in the state of New York. The corporation was incorporated on January 18, 1996 and the corporation number is 14-1789014. The objective of the corporation is to provide credentialing for individuals and corporations involved in the residential retrofit industry. BPI is headquartered in Saratoga Springs, NY.

2. BPI Certification Schemes

BPI offers individual certification in a number of areas in the residential retrofit industry.

The certification schemes are developed and then reviewed on an on-going basis by scheme committees made up of subject matter experts – individuals with the credentials and experience within the industry. The scheme committee review statistics, industry changes and current certification scheme requirements on a regular basis.

Industry input on each certification scheme is encouraged. The scheme committee members will seek input from external sources including, but not limited to:

- industry associations
- professional groups
- government agencies
- consumer/owner advocacy groups

The certification outlined in this scheme handbook is for Infiltration & Duct Leakage Professionals who are involved in new home construction code compliance or retrofit of existing residential buildings. For a full listing of certifications, see the <u>www.bpi.org</u> website.

For individuals to become BPI IDL certified, successful completion of a practicum evaluation is required to confirm the candidate's abilities.

To be certified by BPI, the candidate is not required by BPI to undergo any specific training, whether that would be on-site job training or classroom training. BPI does not approve any training programs. It is up to the individual to decide what training they want to take and where to take it, as it is solely their decision.

The requirements for this certification will be reviewed every five years and modified as required by the scheme committee with input from the residential retrofit industry. Modifications to the certification scheme will be made by BPI on the basis of the non-compliance cases, feedback from industry and technical changes to materials, components, systems, building codes or other relevant items.

3. Outline of the Infiltration & Duct Leakage Certification

This certification scheme handbook outlines the knowledge, skills and abilities requirements for the Infiltration & Duct Leakage certification.

This scheme defines the scope of the Infiltration & Duct Leakage certification to include specific diagnostic testing and applied data from whole house infiltration and duct leakage testing. This certification is not intended to be a whole house diagnostic, audit or assessment and consists of three main components: whole house infiltration testing, total distribution system leakage, and distribution leakage to the outside.

This document is intended to include all of the tasks an Infiltration & Duct Leakage Professional may perform, as well as the knowledge, skills, and abilities required to do these tasks. This certification is designed for new construction code compliance.

Please note that certification is not a license to practice. All certified persons must comply with applicable federal, state and local laws and regulations governing the profession.

4. Preparing for the IDL Exam

There are no prerequisites to take this exam or become certified. Before you register for the exam:

- Download the latest version of the BPI Infiltration & Duct Leakage scheme handbook from www.bpi.org
- Read and understand all information
- Refer to the Functions and Tasks to be sure that you understand and can perform the tasks required for this certification
- Obtain reference materials for the field exam and study well in advance of taking the exam

4.1 Special Testing Accommodations

Candidates in need of special testing accommodations, such as a language barrier, or arrangements for persons with disabilities, should submit the appropriate forms as noted in Appendix (C and D).

Candidates under the age of 18 will need to submit the *BPI Parental or Guardian Consent and Wavier* of *Liaibility Form for Candidates Under the Age of 18* as noted in Appendix E. Candidates will not be allowed to proceed with taking any BPI exams unless this form is signed and completed.

It is highly recommended that you submit your request for accommodation at least thirty (30) days prior to your preferred exam date.

4.2 Proof of Identity

Candidates must provide valid photo identification prior to taking the exam. Please make sure that when registering for the exam, the name used is the same that is listed on the valid photo ID.

Examples of acceptable forms of photo ID are:

- driver's license
- state issued photo ID
- passport
- military identification
- employee identification card

4.3 Certification Fees and Scheduling

BPI certification exams are provided through BPI Test Centers. Please reach out to a local BPI Test Center for fees and scheduling details of exams, as they will vary from Test Center to Test Center. To locate a BPI Test Center, please go to the BPI website (<u>www.bpi.org</u>) and select **Locator** from the top of the page.

BPI does not set schedules for its Test Centers, nor does BPI collect the exam fees.

4.4 Field Testing Environment

Field exams conducted at a site that does not have duct work will be void. While it is the proctor's responsibility to find a suitable test site, the candidate should also be aware of this requirement to avoid potential testing issues.

Please be aware that during the performance exam, the proctor may ask questions in relation to line items on the field exam form for clarification purposes only. Proctors should not be asking any other type of questions, and are NOT permitted to ask questions unrelated to, or above and beyond the scope of the line items on the field exam form. If a candidate feels that they were asked questions that were inappropriate, please complete the <u>Complaint Form</u> located at <u>www.bpi.org</u>.

5. Practicum (Field) Evaluation (Abilities)

A practical evaluation to determine the candidates' abilities has been developed by BPI in order to ensure competency in the critical tasks defined by BPI. This will provide documented evidence that the

candidates have the appropriate abilities.

The practicum evaluation exam is constructed where candidates are requested to perform a task. Their abilities are then evaluated based on a predetermined set of criteria.

The candidates will follow the outline in the Functions and Tasks section in this document.

The time limit for the practicum evaluation is one (1) hour and thirty (30) minutes (1 1/2) hours. This exam is an open-book exam (the only reference not permitted is assistance). Any papers used to take notes, create diagrams, or record diagnostic results (scrap paper) may not leave the testing environment. All papers must be handed to the proctor to be destroyed.

The field exam consists of the set up and preparation of the whole house depressurization device (e.g. blower door) as well as a duct pressurization test, performing total system leakage, leakage to outside and general analysis.

The passing score for the exam is 85%.

Candidates may challenge the IDL field exam up to six (6) times in a one-year period. The one-year period begins after the first unsuccessful attempt of the exam, after which time a candidate will have five (5) more attempts to successfully challenge the exam. There is a cost for each exam. BPI permits twelve (12) months to complete the certification process from the time a candidate takes the first exam.

The practicum evaluation is administered through BPI Test Centers at various locations across the United States. Please go to the BPI website (<u>www.bpi.org</u>) and select Locator at the top of the page to find a BPI Test Center near you.

6. Functions and Tasks

The Infiltration & Duct Leakage Certification is designed to meet a specific skill set related to the diagnostic testing of duct work and its interaction with the envelope of the house. This is NOT a whole house building science-based certification.

Setup/Preparation		
lity to:		
Set combustion appliances to pilot		
Tape or otherwise seal registers		
Set interior doors into proper position		
Properly attach duct pressurization device to return grille or air handler cabinet		
owledge of:		
Benefits for documenting how the house was set up for testing		
Importance of a visual inspection prior to running diagnostics		
Importance of in-field calibration of manometer		
Total Leakage Diagnostic		
Ability to:		
Properly set up and position manometer		
Pressure relieve duct zone		
Properly sample internal duct pressure		
Accurately take CFM25 measurement		

•	Properly set up the duct pressurization device
	Leakage to the Outdoors Diagnostic
Abi	lity to:
•	Properly set up and position manometer
٠	Properly configure the house for testing
٠	Properly sample the internal duct pressure
٠	Properly set up the whole house depressurization device and configure the manometer
•	Correctly measure baseline pressure differential
•	Adjust the whole house depressurization device and duct pressurization device for
•	accurate measurement
•	Properly set up the duct pressurization device
	Infiltration Evaluation
Abi	ility to:
•	Properly set up and configure house for infiltration evaluation
•	Properly set up a whole house depressurization device (blower door)
•	Properly set up and position manometer
•	Correctly measure and account for baseline pressure differential
•	Accurately take CFM50 measurement
•	Accurately calculate ACH50 given a volume and CFM50 measurement
	Analysis
Abi	ility to:
•	Identify leakage areas
•	Calculate CFM per conditioned floor area
•	Compare results to appropriate BPI Standard

7. Standards of Reference

All BPI exams are based on a mixture of industry practices, axiomatic¹ concepts, and major standards of references. No singular source exists that could touch upon every aspect for what is considered testable. Conversely, there is no limit to the potential useful material found in print and online.

• ASTM E 1554-07 (leakage to outdoors test method C)

8. Exam Security

Exams are highly confidential materials. Any attempts to willfully compromise the integrity of the exam, the exam process, or the certification process shall be taken seriously; offenders may be prosecuted to the fullest extent of the law. In addition, any certification credential may be revoked immediately if a breach is proven to have been made by a certified individual.

9. Granting

In order to receive IDL certification, the candidate must successfully complete the field exam.

¹ An axiomatic concept is something implicit that requires no proof or explanation (e.g. – the sum of 2 and 2 is 4, or gravity states that if you drop something, it will fall to a lower level).

9.1 Notification of Exam Results and Certification

Once exam results have been processed the candidate will be able to log in to their <u>Candidate Account</u> to view exam results.

The BPI Certified Professional will be notified once BPI certification has been awarded. BPI Certified Professionals may log into their <u>Candidate Account</u> and retrieve a digital copy of their active certification(s) and ID Badge to use on their mobile device or print from a PDF.

The certificate will expire three (3) years from the date of initial certification.

The photo identification certification card contains, but is not limited to:

- name of the Certified Professional
- BPI ID number
- BPI's name and logo
- reference to a certification scheme (name of certification)
- date when certification expires

9.2 Time Limits for Completing Certification

BPI permits twelve (12) months to complete the certification process from the time a candidate takes the first exam. Candidates may challenge the IDL field exam up to six (6) times in a one-year period. The one-year period begins after the first unsuccessful attempt of the exam, after which time a candidate will have five (5) more attempts to successfully challenge the exam.

Candidates that do not successfully complete the IDL field exam and achieve certification within the one-year period, must wait for the one-year anniversary of the first unsuccessful attempt to challenge the exam again.

9.3 Extensions

BPI reserves the right to extend a Certified Professional's certification on a case-by-case basis. Certifications are not guaranteed to be extended; only under extenuating circumstances that BPI deems warranted. If a certification is extended, any CEUs that were accumulated up to the point of the original expiration date will also be included in that extension.

9.4 Confidentiality of Information

BPI and BPI Test Centers shall adhere to all policies and procedures regarding candidate confidentiality and shall not release any information regarding any candidate or Certified Professional without obtaining prior written permission. BPI provides confidentiality clauses as part of the online registration process. These disclosure clauses are intended to assist BPI and the BPI Test Center to protect the candidate's or Certified Professional's information.

10. Certification Renewal

BPI Certified Professionals who hold the Infiltration & Duct Leakage certification will be required to renew their certification every three (3) years.

The certification renewal requirements for BPI certified IDL Professionals must be completed prior to the current certification expiration date. Certified Professionals will be allowed to start the certification renewal process six (6) months prior to expiration, and if successful, will have the next renewal date as three (3) years from the current certification expiration date. If certification renewal is completed more than six (6) months in advance, the expiration date will change to the date of the last successful exam.

To be eligible for certification renewal, BPI certified IDL Professionals:

- must successfully challenge the IDL field exam prior to the expiration date, OR
- complete and submit the application for certification renewal with applicable fees

BPI's certification renewal policy recognizes the work experience of BPI Certified Professionals. This policy eliminates field exam requirements in certain circumstances according to verified work experience. This policy will benefit those Certified Professionals who maintain continuous certification and remain active in home performance roles. Please refer to the *BPI Certification Renewal Policy* found in the <u>Recertification section for IDL</u> on the BPI website for further details.

As part of the certification renewal process, BPI will review the Certified Professional's file for any open complaints. Should there be any open complaints at the time of expiration, BPI will not award certification renewal. The certification of the individual will be withdrawn or revoked due to the Certified Professional's negligent refusal to follow the certification scheme requirements.

*Any attempt at certification renewal that is unsuccessful will end the current certification. (e.g. if an attempt at the IDL field exam for recertification is unsuccessful, that will end the current IDL certification immediately.)

11. Surveillance

Surveillance of the Certified Professional is established to ensure compliance to the policies and procedures for which the certification was granted. The certification of the individual may be withdrawn or revoked due to the Certified Professional's negligent refusal to follow the certification scheme requirements or failure to take appropriate corrective action as required by BPI.

12. File Review

The Certification Department will conduct a file review of Certified Professionals that have complaints filed against them. The review of the Certified Professional's file activities includes confirmation that any complaints against the Certified Professional have been resolved.

13. Corrective / Preventative Action

The corrective / preventative action shall include one of the following and is determined on a case by case basis at the discretion of BPI:

Level One: A corrective action will be given when the infraction is considered minor in nature. A written warning shall be sent to the Certified Professional about the nature of the infraction along with the required corrective action. The written warning will become part of the Certified Professional's record.

Level Two: A corrective action will be given when the infraction is considered major in nature and requires proof. A written warning is sent to the Certified Professional about the infraction. The Certified Professional is required to submit proof, in writing, that the infraction has been corrected. The written warning and response will become part of the Certified Professional's record.

14. Withdrawal of Certification

Should the BPI certified IDL Professional not maintain certification by not being able to fulfill the obligation of the certification due to illness, disability, change of profession, etc., the certification will be withdrawn at the request of the Certified Professional. BPI must be notified immediately if a Certified Professional may not be able to, or is no longer able to, fulfill the requirements of the certification.

BPI reserves the right, on a case by case basis, to withdraw a person's BPI Certification(s) at its discretion. Reasons for withdrawal of a BPI Certification include, but are not limited to:

- Failure to meet certification renewal criteria as outlined in Section 10
- Failure to take steps to submit the requested information of a corrective action as outlined in Section 13
- Failure to follow the BPI IDL Professional Code of Ethics and/or Code of Conduct
- Failure to follow BPI Standards that align with the certification's JTA's, when applicable

In the event the BPI IDL certification is withdrawn; the BPI Manager of Client Relations will review the Certified Professional's record and send confirmation of the withdrawal within thirty (30) days and provide a written statement in regard to steps that must be taken if the candidate requests the certification be reinstated.

Use of the BPI logo or brand and representation of being BPI certified must cease immediately if a certification is withdrawn, revoked, or expired.

15. Appeal Procedure

Individuals who wish to file an appeal of a decision on certification, against the results of an IDL exam, or regarding the suspension of the IDL certification, must do so in writing.

Please Note: If a candidate chooses to challenge the exam that they are appealing, prior to the notification of a final decision on their appeal, the results of the appeal will be null and void, regardless of the outcome. The original score of the appealed exam will stand.

Appeal Process for Exam Review

To contest the results of an IDL exam, the candidate must follow the procedures, below:

- 1. A request for review must be made within thirty (30) days from the date of the exam. The request for review may be made in the following manner:
 - a. Submit the Exam Grade Appeal Form via the <u>BPI website</u>: Go to <u>www.bpi.org</u> and hover over **About Us** at the top of the page, select **Contact Us**. Enter your information and choose **Exam Grade Appeal** from the **Category** dropdown box.
 - b. Send a letter via registered mail to:

Building Performance Institute, Inc. Attn: Appeals 63 Putnam Street, Suite 202 Saratoga Springs, NY 12866

- c. Send an email to Appeals@bpi.org
- 2. The request for review must specifically state the reasons why the candidate believes the initial decision should be modified or overturned and provide information on the issue; or include a specific reference where required procedures were not followed.
- The review will be carried out by the Quality Assurance (QA) Department. Review results will be forwarded to the Director, who will provide the decision to the candidate, via email, within thirty (30) days of receiving the request for appeal.

Appeal Process for Suspension of Certification

For a review of suspension or withdrawal of certification, the Certified Professional must follow the procedures, below:

A request for review must be made within thirty (30) days from the date of the suspension or withdrawal of certification. The request for review may be made in the following manner:

- a. Submit the Complaint Form via the <u>BPI website</u>:
 Go to <u>www.bpi.org</u> and hover over **About Us** at the top of the page, select **Contact Us**.
 Enter your information and choose **Complaint Form** from the **Category** dropdown box.
- b. Send a letter via registered mail to:

Building Performance Institute, Inc. Attn: Appeals 63 Putnam Street, Suite 202 Saratoga Springs, NY 12866

c. Send an email to <u>Appeals@bpi.org</u>

- 4. The request for review must specifically state the reasons why the Certified Professional believes the initial decision should be modified or overturned and provide new information on the issue; or include a specific reference where required procedures were not followed.
- The review will be carried out by the Quality Assurance (QA) Department. Review results will be forwarded to the Director, who will provide the decision to the candidate, via email, within thirty (30) days of receiving the request for appeal.

16. Complaints

BPI recognizes that there are two main types of complaints that may be brought to its attention:

- Complaints regarding BPI and/or its related vendor organizations (administrative, testing, Test Center, proctor, etc.)
- Complaints regarding BPI Certified Professionals or organizations with BPI Certified
 Professionals on staff

Complaints Process

To file a complaint, the individual must follow the procedures, below:

- 1. A complaint must be made within thirty (30) days from the date that the situation occurred. The request for review may be made in the following manner:
 - a. Submit the Complaint Form via the <u>BPI website</u>:
 Go to <u>www.bpi.org</u> and hover over **About Us** at the top of the page, select **Contact Us**.
 Enter your information and choose **Complaint Form** from the **Category** dropdown box.
 - b. Send a letter via registered mail to:

Building Performance Institute, Inc. Attn: Complaints 63 Putnam Street, Suite 202 Saratoga Springs, NY 12866

- c. Send an email to Complaints@bpi.org
- 2. The request for review must provide specific details for the complaint and any type of documented information that pertains to the situation.
- The review will be carried out on a case by case basis by the Quality Assurance (QA) Department. Review results will be forwarded to the Director, who will provide the decision to the complainant, via email, within thirty to forty (30 – 40) days of receiving the complaint.

17. Comments

Submit any comments regarding the certification exams or processes to Certification@bpi.org.

Appendix A – Code of Conduct

By obtaining the Infiltration & Duct Leakage Certification, you are agreeing to the terms and conditions of BPI's Code of Conduct.

Code of Conduct

Certification may be denied, suspended, or revoked, if an individual is not in compliance with this Code of Conduct. Grounds for disciplinary action include (but are not limited to):

- 1. An irregular event in connection with an exam, including (but not limited to) copying exam materials, causing a disruption in the testing area, and failure to abide by reasonable test administration rules;
- 2. Taking the exam for any purpose other than that of becoming certified in the technical area referenced in the title of the exam;
- 3. Disclosing, publishing, reproducing, summarizing, paraphrasing, or transmitting any portion of the exam in any form or by any means, verbal, written, electronic or mechanical, without the prior expressed written permission;
- 4. Providing fraudulent or misleading information;
- 5. Failure to pay fees when due;
- 6. Unauthorized possession or misuse of certifications;
- 7. Misrepresentation of certification status;
- 8. Failure to provide requested information in a timely manner;
- 9. Impairment of professional performance because of habitual use of alcohol, drugs, or other substance, or any physical or mental condition;
- 10. Gross or repeated negligence or malpractice in professional work;
- 11. Failure to maintain a current professional credential as required by the jurisdiction in which the individual practices (this may include a license, certificate, or registration);
- 12. The conviction of, plea of guilty to, or plea to a felony or misdemeanor related to public safety or the building industry;
- 13. Disciplinary action by a licensing board related to a building industry; and
- 14. Other failure to maintain continuous compliance with the certification standards, policies, and procedures related to your certification.

Disciplinary Actions

The following disciplinary actions may be taken as a result of non-compliance with this Code of Conduct:

- Denial or suspension of eligibility;
- Denial of certification;
- Revocation of certification;
- Non-renewal of certification;
- Suspension of certification;
- Reprimand; or
- Other corrective action.

Appendix B – BPI Certification Agreement

BPI Certification Agreement

IDL applicants will be required to accept BPI's Candidate Certification Agreement before beginning your exam. Make sure to read and be familiar with this agreement before you take your exam

BY SIGNING YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS CANDIDATE CERTIFICATION AGREEMENT. CANDIDATE OR CERTIFIED INDIVIDUAL MAY TAKE THE EXAM ONLY IF CANDIDATE OR CERTIFIED INDIVIDUAL AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CANDIDATE OR CERTIFIED INDIVIDUAL DOES NOT AGREE TO THE TERMS AND CONDITIONS, CANDIDATE OR CERTIFIED INDIVIDUAL SHALL SELECT "NO, I DO NOT AGREE" BELOW AND WILL NOT BE ALLOWED TO TAKE THE EXAM.

BPI and Candidate or certified individual hereby agree that the terms and conditions of the Agreement shall govern Candidate or certified individual's participation in BPI's Certification Exam and BPI's Certification.

1. CERTIFICATION

- a. The Candidate or certified individual must:
 - meet the prerequisites
 - pay the applicable exam fees;
 - accept the terms and conditions of this Agreement before completing the Exam;
 - pass the exam(s)
 - keep contact information up to date
- b. Modification to Certification Requirements. BPI's Director level staff may expand or reduce the title or scope of the desired certification or withdraw the certification.
- c. Termination. Candidate or certified individual may terminate this Agreement at any time upon written notice to BPI. The Certification or certified individual is valid for a period of three (3) years after the date of passing the last qualifying exam. If the candidate or certified individual chooses to terminate this agreement prior to the expiration date of their certification, the certification, including all related material, must be surrendered and will be void. Upon termination of this Agreement and after the expiration of the Certification, all rights related to the Candidate's Certification, including all rights to use the Certification and the Logo, will immediately terminate.
- 2. COMPLIANCE WITH TESTING REGULATIONS

Candidate or certified individual agrees to comply with all testing regulations required by BPI and/or its Test Centers and testing centers.

- d. No Cheating. Candidate or certified individual agrees that all answers submitted in completing the Exam and are entirely their own. Candidate or certified individual will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy Certification Requirements.
- e. No Misconduct. Candidate or certified individual agrees not to (i) falsify his or her identity or impersonate another individual; (ii) forge the Certification, Exam score reports, identification cards or any other Exam records; (iii) engage in fraudulent conduct or misrepresent him or herself as Certified when he or she has not successfully met the applicable Certification Requirements; (iv) misuse or disclose username and/or password or any other Certification identities; and/or (v) engage in any other misconduct that could be considered by BPI, in its sole discretion, as compromising the integrity, security or confidentiality of the Exam or the Certification.
- f. No Disclosure. Candidate or certified individual understands and agrees that the Exam is BPI's confidential and proprietary information. Candidate or certified individual agrees to maintain the confidentiality of the Exam and not disclose, whether verbally, in writing or in any media, the contents of the Exam or any part of the Certification. Further, Candidate or certified individual agrees not to request any other individual to disclose the Exam or any part thereof to the Candidate or certified individual.

- g. No Misuse of the Exam. Candidate or certified individual agrees not to copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate the Exam or part thereof.
- 3. BPI ACTION FOR NON-COMPLIANCE
 - h. Candidate or certified individual understands and agrees that, if for any reason and at its sole discretion, BPI believes the Candidate or certified individual violated the terms of this agreement or the criteria against which the competence of a person is evaluated in accordance with the scheme of the certification. BPI has the right to deny Candidate or certified individual any further participation in the Exam, cancel a passed Exam result, remove the Candidate or certified individual's certified status and any other rights previously conferred on the Candidate by BPI, and to permanently bar Candidate or certified individual from any further participation in BPI's Certification.
- 4. WITHDRAWAL OF CERTIFICATION
 - i. Should the certified individual not maintain or not continue to prove their competence for this certification to the satisfaction of BPI, the certification will be withdrawn. In the event the certification is withdrawn, the BPI certification operations manager will review the certified individual's record and provide a written statement in regards to steps that will be taken in order for the certification to be reinstated.

Reasons for withdrawal of an individual's certification by BPI include, but are not limited to:

- Failure of the multiple choice test instrument.
- Failure of field evaluation.
- Verification of a complaint by building owner or the owner's representative for failure to meet installation requirements and then not correcting the deficiency.
- Failure to take steps to correct improper practices.
- j. If the certified individual may not be able or is no longer able to fulfill the requirements of the certification the certified individual must notify BPI immediately and surrender all certification documents, such as BPI ID Card and BPI Certificate to BPI, and cease using any logo or marketing materials.
- 5. REPRESENTATIONS AND WARRANTIES
 - k. By the Candidate or certified individual. Candidate or certified individual represents and warrants that: (i) Candidate or certified individual will refrain from any conduct that may harm the goodwill and reputation of BPI or its products and (ii) Candidate or certified individual shall not make any representation, warranty or promise on behalf of or binding upon BPI and (iii) Candidate or certified individual shall not make claims regarding certification outside of the intended scope of the appropriate certification.
 - I. Candidate or certified individual agrees to not use the certificate in a manner that is misleading or unwarranted.
- 6. INDEMNIFICATION
 - m. Candidate or certified individual agrees to indemnify, defend and hold BPI harmless against any losses, liabilities, damages, claims and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against BPI, or its Test Centers, officers, employees or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by the Candidate or certified individual, (ii) Candidate or certified individual's use or misuse of the Certification and/or the Logo; (iv) Candidate or certified individual's breach of any obligations or warranties under this Agreement.
- 7. LIMITATION OF LIABILITY
 - n. Damages. BPI shall not be liable for any indirect, incidental, special, punitive, or consequential damages or any loss of profits, revenue, or data. BPI's liability for direct damages, whether in contract, tort or otherwise, shall be limited to the fees paid to BPI under this Agreement.
- 8. CONFIDENTIALITY UNDERTAKING
 - o. By signing this Agreement, Candidate or certified individual agrees to all terms and conditions herein
 - p. Candidate agrees (i) to hold Confidential Information in confidence and take all reasonable precautions to protect it, (ii) not to, directly or indirectly, use Confidential Information at any time during the certification procedure, the performance of the Exam and thereafter, and (iii) not to, directly or indirectly, disclose, publish, reproduce or transmit any Confidential Information completely or in

part to any third party, in any form, including but not limited to verbal, written, electronic or any other means for any purpose without the prior express written permission of BPI.

q. BPI retains all rights, title and interest in and to all information, content and data contained in the Exam and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by BPI under the certification procedure and Exam.

Upon any breach by the Candidate or certified individual of the confidentiality undertaking in the Candidate Certification Agreement, BPI may automatically and without notice withdraw Candidate's Certification. Further, BPI is entitled to pursuing any other available remedy for unauthorized disclosure or for breach of the confidentiality undertaking in said Agreement.

Appendix C – Candidates with Special Testing Accommodations

Candidates with Special Testing Accommodations

The Americans with Disabilities (ADA) Act provides comprehensive civil rights protection for qualified individuals with disabilities. An individual with a disability is a person who: (1) has a physical impairment or a mental impairment that substantially limits a major life activity, (2) has a record of such impairment, or (3) is regarded as having such an impairment.

The ADA does not specifically name all of the impairments that are covered. If you have a disability, you have the right to inquire and receive information about testing accommodations.

"Testing Accommodation" means an adjustment to or modification of the standard testing conditions that eases the impact of the applicant's disability on the exam process without altering the nature of the exam.

As an applicant claiming a disability that requires testing accommodations, the applicant must properly complete the Special Testing Accommodation form. The burden of proof is on the applicant to establish the existence of a disability protected the Americans with Disabilities Act, as well as to establish the need for testing accommodations. Each application is evaluated on a case by case basis.

Qualified individuals with disabilities are required to request accommodations every time they plan to take the exam. It is in the candidate's best interests to provide recent and appropriate documentation, which clearly defines the extent and impact of the impairment(s) upon current levels of academic and physical functioning.

- Request for accommodations and appropriate supporting documentation, which when completed, should provide evidence of a substantial limitation to physical or academic functioning.
- Clinical evaluations and examinations of the candidate that have resulted in a diagnosis of a physical or mental impairment must have been performed by a licensed/certified or otherwise qualified professional with credentials appropriate to diagnose a candidate's disability consistent with the provisions of the ADA. Details about the professional's area of specialization and professional credentials must be provided.
- Documentation must be submitted on official letterhead from a licensed or qualified professional who examined the candidate and diagnosed a physical or mental impairment. Depending on the disability and written evaluation, documentation may include a letter from a physician or a detailed report.
- Document must be no more than 3 years old.
- Documentation for all disabilities should describe the extent of the disability and recommended accommodations.

A diagnosis of Attention Deficit Disorder (ADD) or Attention Deficit Hyperactivity Disorder (ADHD) must be supported by a current (administered within the past three years) comprehensive evaluation and relevant neuropsychological or psychoeducational assessment batteries. The report must include documented information that the patient meets criteria for long standing history, impairment, and pervasiveness. The report must include specific diagnosis of ADHD based on the DSM-IV diagnostic criteria.

- <u>Candidate Application for Special Testing Accommodations</u>, or go to www.bpi.org
- Provider Application for Special Testing Accommodations, or go to www.bpi.org
- Clinical evaluation on official letterhead (letter or detailed report)

Please submit the forms at least thirty (30) days prior to your scheduled exam.

Once the forms have been reviewed the applicant will receive notification from BPI. If approved, you must bring the approval notic0e with you to the BPI test center.

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Appendix D – Language Barrier Testing Accommodations

Language Barrier Testing Accommodations

If you have difficulty in comprehending the language of the exam, you have the right to inquire in advance of testing whether any accommodations may be available to you. BPI shall allow the candidate, at his or her expense, to have an interpreter present at either online or field exam, provided that the interpreter is a bona fide interpreter that is engaged in that profession and that is pre-approved by BPI.

BPI Standard Testing Accommodations for candidates with a language barrier.

Online Exams:

Exam times will be doubled.

Field Exams:

Exam times will be doubled.

• Candidate Application for Language Barrier Testing Accommodations, or go to www.bpi.org

Please submit the form at least thirty (30) days prior to your scheduled exam.

Once the form has been reviewed, the applicant will receive notification from BPI. If approved, you must bring the approval notice with you to the BPI test center.

Appendix E – BPI Parental or Guardian Consent and Waiver of Liability Form for Candidates Under the Age of 18



See Reverse for Waiver and Release of Liability, Assumption of Risk Agreement and Parental Consent and Indemnity Agreement

By initialing here, I (or parent/guardian if under 18 years of age) understand this is a two-sided document which contains important information on the reverse of this form and requires my signature on the final page ______ (Initial here).

BY SIGNING, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY. CANDIDATE MAY TAKE THE EXAM ONLY IF CANDIDATE AND PARENT/GUARDIAN AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CANDIDATE AND PARENT/GUARDIAN DO NOT AGREE TO THE TERMS AND CONDITIONS, CANDIDATE SHALL SELECT "NO, I DO NOT AGREE" BELOW AND WILL NOT BE ALLOWED TO TAKE THE EXAM.

Dear Parent or Guardian:

We appreciate your child's interest in learning building science and preparing for employment in the residential energy efficiency industry. BPI Professionals perform diagnostics, repairs, and install improvements on homes that translate into energy savings, improved comfort, and more durable homes. While every precaution is taken to ensure a safe exam experience for candidates, existing homes do present certain dangers. BPI and the BPI Test Center delivering this exam rely on mature, responsible professional proctors to deliver exams, however there are certain hazards inherent in the exam process. Accordingly, it is our policy to require the execution of this Consent Waiver of Liability Form by a parent or guardian of candidates under the age of 18. Please be aware that the laws of your state may prohibit persons under the age of 21 from obtaining employment in certain construction related fields.

Please acknowledge your consent and agreement to the following by signing below: I am the parent and/or legal guardian of ______, who is ______ years old, full name of candidate ______ age

and he/she has my permission to participate in the BPI exam process.

On behalf of said minor, I hereby release BPI, the BPI Test Center, their officers, agents, employees, volunteers, owner(s), administrators, directors, officers, trainers, and employees from and against any liability, damages, expenses, or injury including medical expenses and/or property damage cause or sustained by said minor or third parties while engaging in or as a result of the exam process. I further agree to personally indemnify BPI, the BPI Test Center, their officers, agents, employees, volunteers, owner(s), administrators, directors, officers, trainers, and employees from and against any liability, damages, expenses, illness, or injury including medical expenses and/or property damage cause or sustained by said minor or third parties while engaging in or as a result of the exam process.

Waiver and Release, Assumption of Risk and Parental Consent and Indemnity Agreement

In consideration of my being allowed to participate in BPI exam activities, I agree:

- 1. I understand the nature of BPI exam activities for the certification for which I have applied, and I am aware of my training, experience, and capabilities, and believe I am qualified to participate in such activity.
- 2. I further acknowledge that I am aware the activities will be conducted in facilities that may contain unsafe or potentially hazardous conditions, including but not limited to:
 - Electric and combustion appliances, including ducting, venting, wiring, and other conditions, and components which may be in unsafe condition
 - Mold, lead paint, asbestos, and other hazardous or toxic chemicals
 - · Improperly installed or faulty electrical wiring
 - · Structures which may be in unsafe condition

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- Dangerous combustion gases, including carbon monoxide, and dangerously hot or combustible materials, which may be in unsafe condition
- 3. I understand that I will be required to use electrical or battery-powered equipment and tools.
- 4. I understand I may be required to climb on or walk in, on, or around walls, floors, yards, attics, and cellars of buildings that may be in unsafe condition.
- 5. I further agree and warrant that if I believe conditions to be unsafe, I will immediately discontinue participation in the activity.
- 6. I understand the exam will be videotaped for quality assurance purposes, but may not be reviewed by the candidate, parent, or trainer.
- 7. I fully understand that:
 - a. Exam activities involve risks and dangers of *serious bodily injury, including permanent disability, paralysis, and death* ("Risk").
 - b. These risk and dangers may be caused by me or the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the *negligence of the "releasees" named below*.
 - c. There may be other risk and social and economic losses either known to me or not readily foreseeable at this time; and *I fully accept and assume all such risks and all responsibility for losses, cost, and damages* incurred as a result of my participation in these activities.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE HOLD HARMLESS BPI, THE BPI TEST CENTER, THEIR OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, OWNER(S), ADMINISTRATORS, DIRECTORS, OFFICERS, TRAINERS, AND EMPLOYEES (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY CANDIDATE, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS OF LIABILITY, DAMAGE OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Consent and Release of Parent or Guardian

I am the parent or guardian of the child applying to take the BPI exam for certification. My child is fit for participation in these exam activities, and I consent to my child's participation. *I have read and understand the application and this waiver and release*. In consideration of allowing my child to participate, I consent to it and agree that *its terms shall likewise bind me, my child, my heirs, legal representative, and assignees. I hereby release and shall defend, indemnify and hold harmless the releasees from every claim and any <i>liability* that I or my child may allege against the releasees (including reasonable attorney's fees or cost) as a direct or indirect result of injury to me or my child because of my child's participation in the event, *whether caused by the negligence of the releasees* or others. I *promise not to sue releasees* on my behalf or on behalf of my child regarding any claims arising from my child's participation in any BPI exam activities.

□ I agree and accept the terms and conditions of this agreement

□ I do not agree (you will not be permitted to take the exams)

CAUTION

Read above carefully before signing. This document releases all liability of the releasees, and you may wish to seek legal counsel before signing.

Printed Name of Candidate for BPI Certification

Signature of Participant or Parent/Guardian

Date

Date

Terms and Definitions

Appeal – Request by applicant, candidate or certified person for reconsideration of any adverse decision made by the certification body related to her/his desired certification status.

Candidate – Applicant who has fulfilled specified prerequisites, allowing his/her participation in the certification process.

Certified Professional – An individual who successfully passes the BPI written and field exam requirements for certification.

Certification Process – All activities by which a certification body establishes that a person fulfills specified competence requirements, including application, evaluation, decision on certification, surveillance and recertification, use of certificates and logos/marks.

Certification Scheme – Specific certification requirements related to specified categories of persons to which the same particular standards and rules, and the same procedures apply.

Certification System – Set of procedures and resources for carrying out the certification process as per a certification scheme, leading to the issue of a certificate of competence, including maintenance.

Competence – Demonstrated ability to apply knowledge and/or skills and, where relevant, demonstrated personal attributes, as defined in the certification scheme.

Complaint – Conformity assessment request, other than an appeal, by any organization or individual to a certification body, for corrective action relating to the activities of that body or to those of any of its customers.

Evaluation – Process that assesses a person's fulfillment of the requirements of the scheme, leading to a decision on certification.

Exam – Mechanism that is part of the evaluation, which measures a candidate's competence by one or more means such as written, oral, practical and observational.

Proctor – Person with relevant technical and personal qualifications, competent to conduct and/or score an exam; an individual approved to administer BPI certification exams.

Qualification - Demonstration of personal attributes, education, training and/or work experience.

Quality Assurance – The observation techniques and activities used externally by an organization to evaluate the effectiveness of their quality management system and to provide feedback that may result in quality improvements.

Recertification – Process of confirming conformity with current certification requirements.

Scheme Committee – Group of people chosen by the certification body to provide input, recommendations, guidance and review of a certification scheme.

Surveillance - Periodic monitoring during the period of certification of a certified person's performance

to ensure continued compliance with the certification scheme

Test Center – An organization with a legal agreement between itself and BPI; authorized to give BPI certification exams.