



Test Center

POLICIES AND PROCEDURES



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Acknowledgements

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Disclaimer

BPI will post the latest version of this document at www.bpi.org. 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. BPI is also accredited as a certifying body for personnel credentials by the ANSI National Accreditation Board (ANAB). 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 ([BPI GoldStar Contractor](#) for companies, [Rating Program](#) for raters, and [BPI Product Listing](#) for manufacturers) and 3 certificates ([Building Science Principles](#), [Healthy Housing Principles](#), and the [Site Supervisor Certificate](#)). BPI Certified Professionals hold over 18,000 active certifications supported by over 100 BPI Test Centers and 250 Proctors. 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.

BPI Test Centers promote BPI certification, quality assurance, and national standards. They are extremely valued members of BPI's national network. To become a BPI Test Center, organizations must meet BPI's requirements and follow the *BPI Test Center Policies and Procedures*. This document outlines the policies and procedures and contains instructions, applications, and forms necessary for becoming a BPI Test Center. It also contains a sample of the *BPI Test Center Agreement* and the *BPI Test Center Agreement Standard Terms and Conditions*.

2. Requirements to become a BPI Test Center

All required information, payment and documentation must be submitted to BPI prior to the *Test Center Agreement* being finalized. While it is preferable to submit all documentation at one time, you will be allowed 30 days from the time that BPI receives your first document, to complete the process.

2.1 Preliminary Steps

- Perform a self-assessment to determine if Test Center status is right for your organization
- Review the *BPI Test Center Policies and Procedures*
- Review the *BPI Proctor Policies and Procedures* for the certification designations you wish to offer exams for:
 - Air Leakage Installer (ALC)
 - Building Analyst – Technician (BA-T)
 - Building Analyst – Professional (BA-P)
 - Heating Professional
 - AC & Heat Pump Professional

- Manufactured Housing Professional
- Multifamily Building Analyst Professional
- Multifamily Building Operator Professional
- Infiltration & Duct Leakage
- Retrofit Installer Technician
- Crew Leader
- Energy Auditor
- Quality Control Inspector
- Healthy Home Evaluator

2.2 Submit Test Center Application

- Complete each section and include full legal names
- Submit a copy of the DBA provided by your state; if you are using a DBA
- Submit the application electronically to TestCenter@bpi.org or by conventional mail to:

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

- Submit payment of the non-refundable application fee, renewable each January of the following year, by check or money order payable to “BPI, Inc.” or contact BPI by phone at (877) 274-1274 ext. 292 to make payment with a credit card. BPI accepts all major credit cards. Please refer to the *BPI Test Center Fee Schedule* for the most current information.

2.3 Conflict of Interest Disclosure and Resolution Policy

- Submit the Disclosure Statement that you develop and will share with all BPI candidates who come to your organization to challenge BPI certification exams. This document will explain to candidates that your organization might employ proctors and/or trainers who also work as contractors and that you have a clear plan for ensuring the separation of training and BPI certification testing (*Appendix E*)
- Include a summary of your Dispute Resolution Policy, which will be used to handle any conflicts that might arise with candidates seeking BPI certification

2.4 General Liability Certificate of Insurance

- Your organization must have a minimum amount of \$1,000,000.00 (one million dollars) in liability coverage
- The company name listed on the certificate of insurance must match what is on the *BPI Test Center Application*

BPI must be listed as a Certificate Holder: BPI, Inc., 63 Putnam Street, Suite 202
Saratoga Springs, NY 12866 (*Appendix C*)

Note: BPI does not need to be listed as additionally insured, only as a Certificate Holder

- In addition to the Certificate of Insurance, BPI requires a statement on your organization's letterhead that all locations where BPI certification testing will occur are covered by the insurance submitted (*Appendix D*)
- You must ensure that your insurance documents stay current. If the covered period ends prior to your annual renewal date, you must submit updated proof of coverage to BPI at TestCenter@bpi.org. Failure to keep proof of insurance current will result in your proctors not having access to the BPI testing system.

2.5 Workers' Compensation Certificate of Insurance

- Legal Test Center name and address must match what is on the *BPI Test Center Application*
- If, by law, your state does not require Workers' Compensation please provide documentation from your state regarding exemption of coverage under Workers' Compensation

2.6 Proctor Applications and Proctor Biographies

(If submitting at the same time as the Application for BPI Test Center status)

- Submit completed *Proctor Application and BPI Code of Ethics* – include all certification designations held by field proctors
- Submit completed Appendices of the *Proctor Policies & Procedures*
 - Please be aware that these Proctor Applications, Codes of Ethics and required Appendices will need to be signed by the individual
- Include a brief biography or resume for each proctor who will be working for your organization
- Submit payment of the non-refundable application fee, renewable each January of the following year, by check or money order payable to "BPI, Inc." or contact BPI by phone at (877) 274-1274 ext. 292 to make payment with a credit card. BPI accepts all major credit cards. Please refer to the *BPI Test Center Fee Schedule* for the most current information.
- After your Test Center Agreement is complete, you may add or remove additional proctors by sending an email to TestCenter@bpi.org
- The Test Center must have an active proctor approved by BPI within 30 days of agreement activation to avoid suspension of account status
- Submit all completed documentation electronically to TestCenter@bpi.org or by conventional mail to:

Building Performance Institute, Inc.
 Attn: Test Center Development
 68 Putnam Street, Suite 202
 Saratoga Springs, NY 12866

2.7 Activation of BPI Test Center Agreement

- Once all required documentation is submitted to BPI, the final legal agreement for your Test Center will be sent via email from BPI
- Review the Agreement and if it meets your approval, submit the signature pages

- When BPI receives the completed signature pages, the account will be activated, and a signed copy of the activated Agreement will be sent via email
- Test Center contact information will be placed on the BPI website. Any website link that is provided by the your organization should bring candidates directly to the course information or BPI testing schedule.

2.8 Test Center Renewals

The Test Center is responsible for submitting payment of the annual renewal fee. BPI Test Centers are invoiced each November for the annual fee required to maintain status as a BPI Test Center for the following year.

3. Services BPI Provides to Test Centers

BPI assists Test Centers by providing a variety of services, including:

3.1 Standards and Guidelines

- Access to BPI National Standards, Testing Knowledge Lists, and Field Guides
- Access to BPI credentialing exams that have been maintained in accordance with accepted industry practices for testing

3.2 Orientations and Portal Access

- Login ID and password for the Test Center's account portals
- Developing, maintaining, and conducting orientation sessions for proctors on BPI policies and procedures
- Orientation and updates for Test Center's field proctors at BPI's prevailing rate

3.3 Marketing Materials and Opportunities

- Access to national advertising and promotional materials, National Standards, and credentialing exams through BPI's website and marketing services
- Allowing the use of marketing materials provided by BPI to attract candidates to your testing sessions and allowing your organization to take advantage of referrals from the BPI website
- Co-branded marketing and promotional materials at a reasonable cost
- Flat fee pricing on exams to Test Centers – Test Center to determine candidate exam pricing

3.4 Quality Assurance, Reports and Feedback

- In a password protected area of the Testing Center account portal on BPI's website at www.bpi.org, BPI periodically provides statistical feedback on exams conducted by the Test Center
- Participate fully in the Quality Assurance (QA) Program and share your experience and learn from the network of Test Center organizations through the BPI Test Center webinars

4. Standing Offer of BPI Certification Exams

A Test Center will offer online and/or field exams to candidates conducted by proctors who have been approved by BPI. All outsourcing relationships and contracts are subject to BPI approval.

Test Centers will administer all BPI online exams using the online service provided by BPI according to testing policies and procedures. These procedures are subject to ongoing updates. BPI will provide the approved proctors associated with active Test Centers access to BPI exam materials.

5. Confidentiality of Information

A candidate's certification information is personal, sensitive, and subject to certain privacy act restrictions.

A Test Center may not release restricted candidate information unless the Test Center has received written consent from the candidate. Such consent will not be a condition for BPI certification.

5.1 Material Confidentiality

All material supplied by BPI is considered confidential. Any unauthorized reproduction is strictly prohibited. Do not copy duplicate, photograph, reproduce, or otherwise capture any exam content. No BPI material may be shared with anyone at any time.

6. Proctors for BPI Certification Exams

When administering any BPI exams, the Test Center must use only BPI approved proctors.

A Test Center will provide BPI with a list of all proctors that will be used in the administration of BPI certification exams and will promptly notify BPI when a proctor is no longer being used by the Test Center.

BPI will develop, maintain, and conduct an orientation on BPI policies and procedures for Test Centers and for its proctors.

It is a Test Center's obligation to ensure that all its proctors are approved by BPI and that any required certifications remain current. It is also a Test Center's obligation to ensure that BPI updates provided to Test Centers are promptly shared with all the Test Center's proctors.

The Test Center organization is financially responsible for the certification exams conducted by proctors associated with the Test Center account. If a proctor allows a candidate to start an exam, the Test Center will be charged for that exam regardless of whether or not the exam is completed.

[See *BPI Proctor Policies and Procedures* document(s)]

7. Conflict of Interest Regarding Testing

The Test Center should use an independent, third-party proctor, or designated BPI approved person (or method) to conduct new exams for all Test Center staff seeking credentialing.

If an independent, third-party proctor is not available, the Test Center must notify BPI in advance, via QualityAssurance@bpi.org, of its intent to conduct in-house staff testing. Notification must be made in writing and include the full legal names of the candidate and proctor who will be administering the exam. This is for tracking purposes related to 100% review of video session(s). In-House exam video review is subject to a fee as outlined below.

7.1 BPI Video Review of Test Center In-House Staff Exam(s)

Test Centers that have staff or potential candidates with which they have a contractual relationship, or have any potential candidate where a perceived conflict of interest could exist (e.g., previous coworker, friend, subcontractor, previous student, etc.), whether for new certification(s) or renewal of current certifications, are required to submit the candidate name(s) to BPI as notice of the session to take place, and move forward with the administration of the exam(s). 100% of the video with audio of these sessions is required to be submitted to BPI for review with a fee. Keep in mind that these fees are *in addition to the exam fee the Test Center pays BPI*.

The In-House video review fees are:

- \$135 per person, per session (not designation) for **field exam(s)** (a field exam session may contain more than one exam being completed together [e.g. Heating and A/C Heat Pump combo exams])
- \$135 per **online exam session** (an online exam session can contain one BPI approved proctor and from one to 25 candidates, as that is the ratio allowed for an online exam session)

Payment for the review of these sessions may be made in the following ways:

- Check enclosed with submission of video(s) to be reviewed
Payment over the phone with a credit card – contact QualityAssurance@bpi.org or (877) 274-1274, ext. 292.

As a reminder, a field exam session is always one BPI approved field proctor and one candidate. All field exam scoring forms must be submitted to BPI within 48 hours of exam completion. The video with audio recording of these sessions must be submitted to BPI within five business days. All video submissions must be clearly marked with the date of the exam, proctor name and candidate name(s):

Proctor First and Last Name
Candidate First and Last Name
Exam Designation (e.g. BA – Online or Field)
Date of Exam
Test Center Name

Mail to:
BPI
Attn: In-House Exams QA
63 Putnam Street, Suite 202
Saratoga Springs, NY 12866

8. Waivers and Extensions

Test Centers will maintain qualified staff and will not receive or grant waivers or extensions for certification.

BPI will not grant waivers or extensions to Test Center staff that fail to conform to certification requirements, even if it is necessary for a Test Center to maintain its active status.

9. Field Testing Environment

BPI reserves the right to inspect field exam sessions and facilities, without prior notice to the Test Center, for conformance with policies and procedures. All certification exams must be videoed with audio according to the specifications outlined by BPI.

Test Centers or proctors must submit photo or video evidence that the test sites contain each component of the minimum criteria listed below. Field exams may only be performed in a location and/or with props that have been preapproved by the certification body (CB) and meets the minimum criteria. Submit materials, photos, or videos to TestCenter@bpi.org.

Test Centers with multiple sites must seek pre-approval for each site independently and receive approval for each site prior to use.

BPI will review and process the site submissions issuing unique approval codes for Test Centers and proctors to provide on the field form when submitting candidate exam results.

Under no circumstances will exams be permitted or accepted without approved props or if conducted outside of approved sites.

Test site must NOT be a potentially hazardous environment (including but not limited to asbestos-like material, mold-like substances in excess of 10 square feet of surface area, etc.).

9.1 Core Professional Certifications

The Test Center will provide suitable field exam facilities that meet the following minimum requirements:

- With respect to field exams conducted in residential, multifamily buildings, or laboratory settings the Test Center must provide environments for testing all relevant tasks; no simulation is allowed
- A safe environment free from disruptions or other avoidable distractions
- Appropriate, working test equipment will be available for each field exam being given
- Maximum of one candidate at a time per field proctor
- Appropriate insurance coverage

9.2 Air Leakage Control Installer Certification (ALC)

This minimum test site criteria and process is to ensure that all candidates will have the same opportunity to prove knowledge in the same manner on all testable material.

Required for all test sites where the ALC examination is to be performed

1. Airsealing Base Module
2. Multiple Insert Module
3. Large Opening
4. Large Opening with Heat Source
5. Foam at Gaps and over Backer
6. Recessed Can Light
7. Ducts outside Conditioned Space
8. Pipes into Attic
9. Fan Vented into Attic
10. Side Attic Access
11. Attic prep Roof Ceiling Module
12. Density Test Box
13. Mock-up Drill, Probe, and Find Cavities
14. Fill Prop

9.3 Home Energy Professional (HEP) Certifications

In order to ensure fairness in testing, field examinations must be conducted at a site that incorporates the minimum criteria listed below and provides the environment for performing all tasks. Field examinations conducted at a site that does not meet these minimum criteria will be void. The Test Center will be responsible for testing fees incurred. Proctors must attest that the site meets the minimum criteria for the exam on the appropriate field evaluation form.

9.3.1 Minimum Test Site Criteria

This minimum test site criteria and process is to ensure that all candidates will have the same opportunity to prove knowledge in the same manner on all testable material.

Required for all test sites where the **Energy Auditor** examination is to be performed

1. Must NOT be a potentially hazardous environment (including but not limited to asbestos – like material, mold and mildew in excess of 10 square feet of surface area, etc.)
2. A test site capable of supporting blower door set-up, measurement, and diagnostics
3. Accessible attic with at least some form of attic ventilation (gable, soffit, ridge, etc.)
4. Refrigerator, dishwasher, or dehumidifier with accessible manufacturer's data plate
5. Must have at least one fossil fuel burning appliance used for space heating (e.g. gas, propane, oil etc. Solid fuel appliances do not count)
6. At minimum one atmospherically vented combustion appliance
7. A ducted distribution system (must contain ductwork)
8. Gas Domestic Hot Water (DHW)
9. Gas line (natural gas or propane)
10. Forced Air Furnace
11. Vented clothes dryer
12. Bathroom exhaust fan
13. At least one exterior door
14. At least one window
15. Gas range

Required props and criteria for all test sites where the **Crew Leader** examination is to be performed

1. Gas line (natural gas or propane)
2. At least one natural drafting appliance
3. At least one exhaust fan (bathroom)
4. Forced air furnace
5. Gas range
6. Air Sealing Base Module
7. Large Opening Prop
8. Large Opening with a Heat Source Prop
9. Window, Door, Loose Fill Insulation Prop

Required props for the **Retrofit Installer Technician** examination to be performed

1. Air Sealing Base Module
2. Large Opening Prop
3. Large Opening with a Heat Source Prop
4. Moisture Barrier Prop
5. Bath Fan Prop
6. Fill Prop
7. Window, Door, Loose Fill Insulation Prop

10. Test Equipment

A Test Center or proctor will ensure that all required equipment to conduct the exams is available (not necessarily provided) for the exams.

A Test Center or proctor may require candidates seeking certification to have access to test equipment in order to challenge the field exams. However, a Test Center or proctor may not require a candidate or company to own equipment as a condition of certification.

10.1 Equipment List for Field Examinations

The equipment needed to perform diagnostic testing includes but is not limited to:

- Blower Door set-up
- CO Analyzer
- Manometer
- Gas Leak Detection Meter
- Smoke stick and/or Mirror
- Pressure Pan
- Combustion Analyzer (for use during Heating exams)
- Air Conditioning Gauges (for use during A/C & Heat Pump exams)
- Duct Pressurization set-up (for use during Heating and A/C & Heat Pump exams)
- Air Flow Device (for use during Heating and A/C & Heat Pump exams)
- Thermal Couple (for use during Heating and A/C & Heat Pump exams)

The Test Center or proctor may, but is not required to, provide a candidate with testing equipment (with or without fee); or provide the candidate with rental options from third-party sources. If the appropriate equipment is not available to the candidate, the field exam will be postponed until the candidate, or Test Center/Proctor can make arrangements to secure the proper equipment.

The Test Center or proctor will verify that equipment supplied is in good working order and all calibrations are up to date. All diagnostic testing required on a certification scheme must be completed with appropriate equipment on a functioning system (no simulation testing is permitted).

10.2 Field Evaluation Forms

- Must be submitted by the BPI approved proctor
- Must be submitted via online testing system via www.bpi.org within 48 hours of the completed exam session – NO paper copies of exams will be accepted
- Individually named candidate photos must be uploaded in JPEG file format via the testing system. Photos may be uploaded on the **Select Exam** screen during an online or field exam session.

11. Online Exam Locations

BPI reserves the right to inspect online exam sessions and facilities, without prior notice to the Testing Center, for conformance with policies and procedures. All Certification Exams must be videoed with audio according to the specifications outlined by BPI.

The Test Center will provide suitable exam facilities that meet the following requirements for online exams:

- Adequate lighting for reading and writing
- A room free from disruptions or other distractions
- Tables/desks and chairs for each candidate
- A computer connected to the Internet capable of presenting the BPI online test for each candidate – preferable that the computer does not rely on battery power or wireless internet in order to prevent disruption of the exam
- Spacing adequate between candidates to prevent cheating, defined as a required space of 36 inches with a partition between candidates, or 50 inches without a partition placed between candidates
- Maximum of 25 candidates per proctor (Test Center may request approval for a greater number of candidates, per session, under appropriate circumstances)
- All requirements are subject to updates. Additional information can be found in the *BPI Proctor Policies and Procedures* document(s).

12. Exam Recording Requirements

All candidate exam sessions must be audio and video recorded. **No exceptions.** If a candidate declines, the exam cannot take place. If the exam proceeds unrecorded, it will be invalidated.

Video with audio media must be retained by BPI Test Centers for a six month period unless it falls under the category of required and/or requested submission to BPI. After the six month period has passed, video media should be destroyed or deleted.

ALL field exam video for the Home Energy Professional (HEP) designations (Energy Auditor, Retrofit Installer Technician, and Crew Leader) must be submitted to BPI for review within five business days of the exam session.

ALL online and field exam video for exams proctored remotely using the *Remote Proctoring Policies and Procedures* must be submitted to BPI for review within five business days of the remote exam session.

If a candidate appeals their exam results, that exam video will be requested by BPI. The Proctor and/or Test Center will be required to produce the exam video delivered to BPI within five business days of the request, via traceable means (e.g. FedEx, UPS).

BPI requires the submission of the first three video recorded field exam sessions administered by each new field proctor. Any subsequent exam video that is requested by BPI for QA purposes will be based on random date ranges. Additional video submission may be required when exam results need verification. The Proctor and/or Test Center will be required to produce the exam video delivered to BPI within five business days of the request, via traceable means (e.g. FedEx, UPS).

All videos submitted must be in one of the following acceptable formats: AVI, WMV, MPEG/MPG, or MOV. Due to file sizes and the ability to transfer files in a cost-effective manner, please use the **lowest resolution setting** available on your recording equipment and try to **compress** files prior to submitting them to BPI. Do not use a cell phone for video of exams. Raw video is to be submitted; no altering or movie/title/chapter editing is allowed on exam video.

CD, DVD, Blu-Ray, and reusable external storage devices, such as flash drives or SD cards are the preferred media. All submitted media will not be returned and will become permanent property of BPI.

All video submissions must be clearly marked with the date of the exam, proctor name and candidate name(s):

Proctor First and Last Name
Candidate First and Last Name
Exam Designation (e.g. BA – Online or Field)
Date of Exam
Test Center Name

Mail to:
BPI
Attn: Exam Video QA
63 Putnam Street, Suite 202
Saratoga Springs, NY 12866

Recording Requirements

- Any time there is interaction between the proctor and candidate it must be recorded in such a way that the conversation is 100% audible

- Any diagnostic testing must be captured in a way sufficient to read the output of any electronic equipment (e.g. manometer readings, CO numbers, etc.)
- Ensure that all aspects (each line item) on the field evaluation form are captured

Please make sure to adjust the camera resolution to the lowest setting prior to recording and have an extra battery on hand* If you encounter any recording issues, contact BPI immediately

13. Exam Session Scheduling

Prior to exam session scheduling the Test Center must ensure enough exams have been purchased and assigned to the appropriate proctor at least one business day prior to exam sessions.

It is suggested that the test center contact the candidate prior to testing with information about the test date & time, location, items they should bring, and include the test center's cancellation policy.

The Test Center is required to plan for the number of exams that will be conducted with enough lead time to purchase and assign exams to proctors. The Test Center designated primary contact will have access to purchase exams online through their account portal via PayPal with a PayPal account or credit card.

The Test Center should maintain its own list of candidates to cross reference against the number of exams prepaid and the number of exams administered, to ensure that the Test Center does not run out of exams and for reconciliation purposes. The number of exams given in any date range is available to a Test Center by logging into the account portal under the Reports tab.

14. Script and Candidates' Rights

A Test Center will ensure that scripts provided by BPI for conducting exams are read while being recorded, prior to each exam session. The scripts ensure that each candidate is properly informed of their rights and responsibilities and ensure that the proctor does not miss critical steps.

15. Electronic Devices

A proctor will ensure that candidates use electronic devices only where applicable during certification exams.

15.1 Online Exams

A proctor will ensure that **no electronic devices** including, but not limited to mobile/smart phones, tablets, pagers, etc. are permitted during testing. The only exception is use of a standard non-graphing calculator. Candidates will be permitted to use laptop computers during an online testing session solely for purposes of logging in and taking the online exam. Proctors are expected to monitor candidates' use of computers during online sessions to enforce closed book exam policies.

To prevent disruptions, the proctor will ensure that their own devices are turned off or in silent mode.

A proctor will require that all devices be separated from the candidate during the online exam session.

15.2 Field Exams

Proctors will ensure that all cell phones are turned off or set to silent while exams are being administered.

It is a proctor's responsibility to monitor the use of any electronic devices for unauthorized communication. Candidates are permitted to use these devices for reference materials, however, electronic devices are not allowed for phone calls or messaging of any kind.

16. Exam References

BPI certification exam references are allowed for **field** exams (with the exception of the *Air Leakage Control Installer [ALC]* certification exam, which does NOT allow the use of any reference material; it is a closed book exam). A proctor will allow candidates to perform all field exams as open book, using any reference materials available.

A proctor will conduct all **online** exams as closed book, with the exception of an unmarked set of BPI National Standards. BPI will provide certain standard formulas, charts, graphs, tables, or other materials that may assist the candidate under the **Formulas** and **Resources** links within the testing system. These items are not intended to be a complete or exhaustive set.

17. Exam Security

A Test Center will protect the confidentiality of any and all exam materials provided by BPI.

A Test Center will not:

- Distribute exam materials outside of the exam environment
- Copy, duplicate, photograph, reproduce, or otherwise capture electronically or in writing the online or field exams, or any other materials related to the exams, as these are sensitive, controlled items; any unauthorized use of these materials is prohibited

A Test Center may print and copy forms, applications, and standards from www.bpi.org.

A Test Center will permit and cooperate with BPI when it conducts an audit of the Test Center's exam session security procedures. These audits will be conducted through appropriate surveillance methods, in accordance with the International Organization for Standardization (ISO) 17024, to ensure a Test Center's conformance with BPI exam policies and procedures.

BPI provides electronic access to current forms and materials necessary for conformance, on BPI's website.

Proctors are responsible for monitoring that test takers do not screen capture test questions or use the internet for online searching during test sessions.

The proctor will notify BPI in writing of any test session anomalies.

18. Logins and Passwords for Test Center Account

Test Center's representative(s) will receive access to the Test Center account portals via www.bpi.org. This information will be considered business confidential and will only be delivered to the intended individual.

Use of this login ID and password information will be required to obtain access to the account portals, which includes items, but not limited to Test Reports and informational updates (see *Appendix G* for login instructions).

The [Testing and CEU Portal](#) is where the Test Center will be required to purchase exams and assign purchased exams to its proctors. Test Centers also have access to submit courses to BPI for approval, at no charge (see *Appendix H* for login instructions and the *Provider Policy* for further details).

19. Logins and Passwords for Proctors

A Test Center's proctor(s) will receive and safeguard a unique login ID and password for access and use on the portal(s) via www.bpi.org. This information will be considered confidential and will only be delivered to the intended individual who will never disclose this information.

Use of this login ID and password information will be required to access certification exams through the [Testing and CEU Portal](#) and to obtain information contained in their individual [Candidate or Proctor Account\(s\)](#).

20. Exam Session Duration

A proctor will adhere to the online and field exam time limits, as determined by each exam being administered, and will offer the full period to the candidate(s). Once the candidate selects the "Finish & Grade" button, the exam has ended and may not be restarted.

Exam duration times can be found in each of the [Certification Scheme Handbooks](#).

21. Delivery of Results for Online and Field Exams

When a certification exam is conducted online, results will be available immediately. If not, they can be accessed in the candidate account after completion of the exam(s). Each candidate must provide an email address unique to that candidate. Using a general email box such as info@abccompany.com, or duplicate email addresses will prevent the system from generating exam results.

For candidates who have challenged the field exams, field results will be available immediately after the proctor enters the exam into the online testing system. The proctor has up to 48 hours after the exam session to submit field results.

The BPI Certified Professional will be notified once BPI certification has been awarded. BPI Certified Professionals may log into their Candidate Account and retrieve a digital copy of their active certification(s) and ID Badge to use on their mobile device or print from a PDF. Neither the proctor nor any representative of the Test Center may inform the candidate of their exam results. However,

proctors may state to candidates: “Once your exam has been processed by BPI, you will receive email notification that your candidate account has been updated. BPI will not give results by phone.”

22. Candidate Photographs

A proctor will submit a digital photograph of each candidate, suitable for insertion on the candidate’s ID Badge and ensure that the digital photograph file is labeled, at a minimum, with the candidate’s legal first and last name. A proctor will confirm identification of the candidate by viewing a legal form of identification. Proctors must take a digital photo of each candidate prior to beginning an exam. For example, use ‘John Smith.jpg’ as the filename. Upload each candidate’s photo via the Testing and CEU Portal at the time of selecting the candidate’s exam. Please make sure the candidate’s full face is visible and not cut off, that they are not wearing a hat or sunglasses, their eyes aren’t closed, and that the photo is not blurry, etc.

23. Certification Body and Certification Decisions

BPI has the sole authority to award, revoke or change the conditions of certification as the authorizing certification body.

24. Stipulations of Certification

A Test Center and/or proctor will notify candidates that certification through BPI is voluntary.

A Test Center and/or proctor will not place additional conditions and/or make verbal or written statements that imply that BPI has imposed any requirements on candidates for certification other than those stipulated by BPI in writing.

25. Separation of Training and Exam Activities

BPI Test Centers shall demonstrate to BPI and candidates how the training it provides is independent from the evaluation of the candidates that are being tested. Under no circumstances is the trainer permitted to be the proctor for an ANAB Accredited designation for a period of two years (Energy Auditor).

This is to ensure that confidentiality and impartiality are not compromised so that BPI, as the certification body, can conform to the requirements of ISO-17024: [ISO/IEC 17024:2012, Section 5.2.3 (E)]. “Ensure that personnel do not serve as an examiner of a specific candidate they have trained for a period of two years from the date of the conclusion of the training activities...).”

26. Conformance Evaluation

A Test Center will provide BPI representatives with reasonable access to BPI related events for the purpose of ensuring that the Test Center is conforming to BPI procedures.

In a password protected area of the account portal on BPI’s website, BPI will periodically provide statistical feedback on exams conducted through the Test Center organization.

A representative of the Test Center will review the BPI portal information on monthly intervals at a minimum.

A Test Center representative will review evaluation reports issued by BPI on the performance of the Test Center and take necessary remedial steps if the Test Center is not in compliance with the procedures.

27. Corrective Action for Test Centers

If a Test Center does not comply with the guidelines set forth in this Policy and Procedures document, corrective action will be implemented.

**Please note that depending on the severity of the item in question, corrective action may not always follow the order of the listing below.*

Items that may need corrective action (this list is not inclusive of all scenarios):

- Failure to prepay for BPI Certification exams
- Failure to provide adequate testing accommodations as outlined in the *Test Center Policies and Procedures*
- Failure to ensure that proctors were active and prepared as required by the *BPI Proctor Policies and Procedures* before scheduling and/or arriving at a testing session
- Failure to ensure that there is a clear separation between any training provided by the Test Center and the BPI Certification exams
- Failure to notify, submit recordings, or pay for in-house exam sessions
- Failure to submit field exams within the 48 hour period

27.1 First Offense – Reminder

- Test Center Primary Contact will receive an email stating what violation(s) occurred and what corrections need to be made
- Test Center will need to follow timeframe(s) given in email to remedy situation
- If corrections are not made within timeframe(s) requested, Test Center will be placed on probation for a period of time to be determined by BPI
- If BPI receives no response or Test Center is non-cooperative, this will result in committee review to determine appropriate corrective action

27.2 Second Offense – Probation

- Test Center Primary Contact will receive an email stating what violation(s) occurred and what corrections need to be made
- Test Center will be placed on probation for a period of time to be determined by BPI
- Multiple infractions of any kind may result in committee review to determine appropriate corrective action
- If BPI receives no response or Test Center is non-cooperative, this will result in committee review to determine appropriate corrective action

27.3 Third Offense – Suspension

- Test Center Primary Contact will receive an email stating what violation(s) occurred and what corrections need to be made
- Access to the Test Center Portal will be removed for a period determined by BPI
- Proctors associated to the Test Center will be notified that their access to the Proctor and Testing Portals has been removed
- In order to be reactivated, a Test Center must reapply

- Database Sheet must be resubmitted
- All associated fees must be resubmitted

27.4 Fourth Offense – Termination

- Test Center Primary Contact will receive an email stating what violation(s) occurred
- Access to the Test Center Portals will be removed for a period determined by BPI
- Proctors associated to the Test Center will be notified that their access to the Proctor and Testing Portals has been removed
- In order to be reactivated, Test Center must apply as new
- All new documentation must be submitted
- All associated fees must be paid

28. Conflict of Interest

A Test Center will disclose any known or perceived conflict of interest between the Test Center, its representatives and candidates, or organizations involved in the credentialing process.

A Test Center and its representatives will use every reasonable means to resolve such conflicts, including removing themselves directly from the exam, where necessary.

BPI will review disclosures of potential or actual conflicts of interest and work with the Test Center to resolve these situations and prevent public concern about the integrity of the process.

29. Use of Information for Training Purposes

A Test Center that offers training will ensure that its trainers, who are also BPI approved proctors, do not utilize the exams' content or structure to create, adjust, or edit the content of training in any way.

A Testing Center will ensure that:

- Trainers who hold BPI proctor status do not field proctor the candidates that they have trained.
- Proctors always remain fair and impartial during the course of conducting certification exams
- Proctors do not coach or lead the candidates in any way
- Proctors do not use exam periods as training opportunities

The provisions of this section will be strictly enforced, as violations of this provision could jeopardize the integrity of the exam process and compromise the security of the exams.

30. Federal Guidelines

30.1 Americans with Disabilities Act

In the event that a timely request is made, the Test Center will provide exam candidates requiring special assistance with appropriate assistance under the Americans with Disabilities Act. (Refer to the *Proctor Policies and Procedures*)

30.2 Anti-discrimination

A Test Center will not discriminate against any exam candidate on the basis of race, color, creed, national origin, gender, sexual orientation, religion, age, disability, or other legally protected status, in admission to, access to, or operations of BPI related programs, services, or activities.

Due to BPI's national expansion funding, and in accordance with *Title VI of the Civil Rights Act of 1964*, no person will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance offered through BPI or a Test Center.

BPI will not award its credentials based on membership status in any organization, association, program, or group. BPI is not a membership organization.

Appendix A – Sample BPI Test Center Agreement

NOTE: BPI's Address has changed to:
63 Putnam Street, Suite 202, Saratoga Springs, NY 12866



BPI TEST CENTER AGREEMENT

THIS TEST CENTER AGREEMENT (the "Agreement") is entered into by and between **[enter BPI Test Center name]**, a **[State of Incorporation]** corporation with an address and principal place of business at **[enter BPI Test Center address]** ("Test Center"), and **Building Performance Institute, Inc.** ("BPI"), a New York not-for-profit corporation, with an address at [redacted] and is effective as of the date this Agreement is signed by BPI as indicated in the signature block below (the "Effective Date"). The BPI Test Center is approved to start providing services on the Effective Date **[if applicable: or [fill in approval date] (the "Approval Date") whichever is later]**.

WHEREAS, BPI Test Center desires to administer BPI certification exams, refer to nationally recognized BPI standards and protocols, *BPI Test Center and Proctor Policies and Procedures*, and provide qualified candidates with access to nationally recognized certification and recertification credentials available through BPI, and BPI is willing to provide certain resources and services to the Test Center.

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and obligations herein, the parties hereto agree as follows:

- The parties agree to the BPI Test Center Agreement Standard Terms and Conditions (the "Test Center Terms and Conditions") in effect on the Effective Date for the Initial Term and, thereafter, as in effect on the first day of the applicable Renewal Term. BPI's current Test Center Terms and Conditions are posted to BPI's website www.bpi.org and such terms are incorporated herein by reference.
- For purposes of the Agreement, "Business Locations" will mean the above-listed address and the following business locations of the Test Center: _____
- The Initial Fees payable by Test Center on or before the Effective Date are as follows:
\$ 500.00 (Application Fee) Additional fees payable by Test Center during the Term of the Agreement (including but not limited to Testing and Renewal Fees) must be prepaid and are payable in accordance with the Test Center Terms and Conditions.

If BPI-related marketing or public relations opportunities arise during the Term of this Agreement, BPI may contact the following person: _____ (Name), _____ (Title), _____ (email address), _____ (Phone Number).

WHEREFORE, the parties have executed this Agreement as of the Effective Date.

BUILDING PERFORMANCE INSTITUTE, INC.:

TEST CENTER:

Signed: _____

Signed: _____

Name: Bruce DeMaine

Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

**BPI TEST CENTER AGREEMENT
STANDARD TERMS AND CONDITIONS**

1. BPI Services.

1.1 Test Center Services. During the Term of this Agreement, BPI will provide the Test Center with the products and services provided to BPI Test Centers as more particularly described in the *BPI Test Center Policies and Procedures* in effect on the Effective Date of this Agreement and, thereafter, on the first day of any Renewal Term. All such services and products will be provided on a non-exclusive basis. BPI's current Test Center Fee Schedule is available upon request, and such schedule, as it may be amended from time to time, is incorporated herein by reference.

1.2 Additional Services. Upon request, BPI may provide additional consulting or promotional services and/or materials to the Test Center for BPI-related activities. All additional services will be provided on a fee-for-service basis, plus travel expenses, in accordance with a written scope of work signed by both parties. All fees for additional services and products (including estimated reimbursable out-of-pocket expenses) will be pre-paid unless otherwise agreed to by the parties in writing.

1.3 Confidentiality. BPI agrees that Test Center candidate lists ("Test Center Information") will be used only for purposes of exercising its rights and obligations pursuant to this Agreement and will not be disclosed to any third party without prior written consent. BPI agrees to treat Test Center Information with the same degree of care it accords to its own confidential information. BPI's obligations hereunder will terminate when the BPI can document that such information: (a) was in the public domain at the time it was communicated to BPI by the Test Center; (b) entered the public domain subsequent to the time it was communicated to BPI by the Test Center through no fault of BPI; or (c) was in BPI's possession free of any obligation of confidence at the time it was communicated to BPI by the Test Center, as shown by contemporaneous written records.

2. Test Center Services.

2.1 Certification Testing Services. Test Center agrees to administer written and field examinations in accordance with BPI's then-current Examination Policies and Procedures. All BPI certification exam sessions must be video and audio recorded according to BPI Policies and Procedures and be available for review by BPI. Test Center agrees to use only proctors approved by BPI to conduct BPI certification exams.

BPI's current Examination Policies are posted to BPI's website - www.bpi.org - in the *BPI Proctor Policies and Procedures* documents. Such policies, as they may be amended from time to time, including BPI Policies and Procedures developed for future BPI certifications, are incorporated herein by reference. Test Center agrees to discontinue all BPI-related examination services, at its own expense, immediately upon termination or expiration of this Agreement.

2.1.1 All video recordings of HEP field exams must be submitted to BPI within five days of exam completion.

2.1.2 Video recordings of all BPI certification exams must be kept in a confidential and secure location by the Test Center and/or Proctor for six months.

2.1.3 Test Center and/or proctor must submit video recordings of BPI exams within the allotted time period when requested by BPI Certification QA.

2.1.4 Test Center or proctor must submit 100% of in-house staff exams or associate exams, and pay BPI additional review fee(s) associated with all in-house/associate exams.

2.2 **Promotional Services.** Test Center agrees to promote BPI certification, *BPI GoldStar Contractor Policies and Procedures*, BPI quality assurance and BPI standards, in communications with candidates and prospective candidates. For this limited purpose, BPI hereby grants the Test Center a limited, non-exclusive, non-transferable license to use BPI Intellectual Property during the Term of this Agreement, subject to BPI's then-current *BPI Brand Protection and Logo Use Policies and Procedures*. Upon termination or expiration of this Agreement, Test Center will immediately discontinue all use of BPI Intellectual Property and within five (5) days thereafter, will return any BPI materials (including but not limited to testing and marketing materials) to BPI at Test Center's expense. BPI's current *Brand Protection and Logo Use Policies and Procedures* will be posted to BPI's website www.bpi.org and such policy, as it may be amended from time to time, is incorporated herein by reference.

3. Separation of Training and Examination Activities

3.1 **Separation of Training and Exam Activities.** The BPI Test Center shall demonstrate to BPI and candidates how any training it provides is independent of the evaluation and certification of the candidates that are being trained, if the BPI Test Center carries out written testing and field evaluation activities on behalf of that BPI certification. This is to ensure that confidentiality and impartiality are not compromised so that BPI, as the certification body, can conform to the requirements of ISO-17024: [ISO/IEC 17024:2003(E), Section 4.2.5] "The certification body shall not offer or provide training, or aid others in the preparation of such services, unless it demonstrates how training is independent of the evaluation and certification of persons to ensure that confidentiality and impartiality are not compromised."

3.2 BPI shall not provide training to candidates in preparation for certification, to maintain a clear separation of training and examination activities in accordance with ISO-17204 requirements.

4. Test Center Duties

4.1 **Insurance Requirements.** Test Center has obtained and agrees to maintain the following minimum insurance coverage throughout the Term of this Agreement: (a) general liability insurance that meets the local jurisdictional requirements or \$1 million, whichever is greater; and (b) workers' compensation insurance that meets jurisdictional requirements. On or before the Effective Date, Test Center will name BPI as a certificate holder under its general liability insurance policy and agrees to submit proof of the requisite insurance coverage periodically upon request. Test Center must ensure that insurance documents are current and supply updated documents thirty days prior to expiration dates. Without proof of continuous insurance as outlined, access to BPI certification exams will be suspended until current proof is provided to BPI.

4.2 **Business Locations.** Test Center represents and warrants that all Business Locations will satisfy the Business Location Guidelines throughout the Term of this Agreement. BPI's current Guidelines can be found in the *BPI Test Center Policies and Procedures* - and such Guidelines, as they may be amended from time to time, are incorporated herein by reference. Additional Business Locations may be added only through an amendment to this Agreement and, in such an event, additional fees may apply. Test Center is responsible for all costs associated with use of Business Locations.

4.3 Payment Terms.

4.3.1. BPI requires that all exams be pre-paid.

4.3.2. BPI will only issue invoices to the Test Center for fees which do not require pre-payment. Invoiced fees are due and payable pursuant to this Agreement. For any items which must be invoiced to the Test Center, the Test Center agrees to pay all such fees within thirty (30) days after receipt of an invoice.

4.3.3. Consulting fees for Test Center review, on site visit and/or any staff orientations must be prepaid. Travel fees will be invoiced.

4.3.4. BPI's current Fee Schedule is available upon request, and as the Fee Schedule may be amended from time to time, is incorporated herein by reference. Test Center is solely responsible for payment of all state, local or federal taxes, however designated, levied on any fees payable to BPI pursuant to this Agreement. Upon termination or expiration of this Agreement, BPI agrees to issue a final invoice to Test Center as soon as practicable and Test Center agrees to pay such final invoice within thirty (30) days thereafter. BPI invoices are payable upon presentation, and amounts remaining overdue for more than thirty (30) days will be subject to an interest charge of 1.5 percent per month from the date of the invoice, or the highest rate permissible by law, whichever is less. If the Test Center objects to any portion of an invoice, the Test Center will notify BPI of its objection within ten (10) days of the date of the invoice, and the parties will promptly make a good faith effort to settle the disputed portion of the invoice. No interest will accrue on such disputed portion of the invoice until the dispute is resolved. The Test Center will in any event pay the portion of the invoice that is not in dispute within such thirty (30) day period. BPI reserves the right to suspend or terminate services if Test Center invoices are not timely paid, in which event BPI will not be liable for any resulting loss, damage or expense connected with such suspension or termination. The remedies provided for in this section are in addition to, and not in lieu of, any other rights or remedies available to BPI at law or in equity.

4.3.5. Annual Renewal Fees are due to BPI prior to January 1st of the renewal year. Unpaid renewal fees may result in suspension of Test Center status and will block access of BPI certification exams for proctors associated with the Test Center.

4.4 Non-Compete. During the Term of this Agreement and for a period of two (2) years thereafter, Test Center will not directly or indirectly engage in the development or delivery of certification, *BPI GoldStar Contractor Policies and Procedures*, or quality assurance services that compete with products and services offered by BPI without first obtaining written consent from BPI, which consent may be granted or withheld in BPI's reasonable discretion.

4.5 Examination Materials. Test Center understands and agrees that, as between BPI and Test Center, BPI will retain full and complete ownership of all copyrighted materials provided by BPI to be used in the certification examination process ("BPI Materials"). Test Center is hereby granted a right and license to use the BPI Materials for the sole purpose of conducting certification examinations. Any unauthorized use of these materials is prohibited and will be deemed a material breach of the Agreement. All BPI Materials will be returned to BPI immediately upon termination or expiration of this Agreement. BPI will have the right to seek injunctive relief to prevent any unauthorized use or threatened use of the BPI Materials.

4.6 Certification Authority. Test Center understands and agrees that BPI has the sole authority to award, revoke, or change the conditions of certification as the authorizing certification body.

4.7 Account Portal. A designated Test Center representative will access the BPI account portal at a minimum of one time per month to review content stored there, including but not limited to informational updates.

5. Term and Termination

This Agreement will commence on the Effective Date and continue through December 31st of the year of the Effective Date. The Agreement will renew automatically each January 1st for successive one (1) year periods (each a "Renewal Term") unless either party notifies the other in writing of its desire not to renew at least sixty (60) days prior to the end of the then-current Term. Failure to pay the renewal fee prior to the expiration date will result in immediate suspension of the Agreement.

5.1 Renewal Requirements. The Test Center is responsible for submitting payment of the renewal fee, providing updated insurance documents in order to prove continuous coverage, and for submitting a Database Information Sheet to reflect current account information. The Database Information Sheet will also be used by the Test Center to request contact and address changes which occur during the term of the Agreement.

5.2 **Termination.** BPI may terminate this Agreement upon ten (10) days prior written notice if: (1) Test Center breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. For purposes of this Agreement and without limitation, Test Center's failure to timely pay BPI invoices for two (2) or more consecutive billing cycles will be deemed a material breach of this Agreement. This Agreement will automatically terminate in the event that Test Center ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership, or reorganization for the benefit of its creditors.

6. Representations and Warranties. Test Center represents and warrants that:

6.1 Test Center, its employees, agents and independent contractors, will abide by BPI's Policies and Procedures that are referenced in this Agreement and will protect the confidentiality and integrity of the BPI examination process including but not limited to safeguarding passwords, logins, and other written and electronic testing materials before, during and after the examination period.

6.2 All individuals performing services on behalf of the Test Center will be experienced and qualified.

6.3 Test Center will provide all services and undertake to perform all obligations hereunder in a manner consistent with the best-of-industry standards established by BPI.

6.4 Test Center will immediately report to BPI any known violations of this Agreement that will or could affect the integrity of the Test Center's BPI-related program(s).

6.5 Test Center has and will maintain all licenses, certificates and insurance (including workers' compensation and general liability) that are required by law for Test Center to carry on its business and perform its obligations under this Agreement.

6.6 Any materials submitted by Test Center for BPI review will not infringe upon or violate any third party intellectual property rights.

6.7 That Test Center's execution and delivery of this Agreement and the performance of the Test Center's obligations hereunder do not conflict with or violate any requirement of applicable law and do not conflict with, violate, breach, constitute a default, or require any consent under any contractual obligation or court or administrative order by which Test Center is bound.

6.8 That candidate certification information will be treated as strictly confidential and will not be released to any third party unless and until the Test Center has received written consent from the candidate.

6.9 That Test Center does not and will not discriminate against on the basis of race, color, creed, national origin, gender, sexual orientation, religion, age, disability, or other legally protected status, in admission to, access to, or operations of its programs, services, or activities or with respect to hiring decisions. No person will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any programs or activities provided for in this Agreement.

7. Disclaimer of Warranty. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, BPI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. Limitation of Liability.** The aggregate liability of BPI under this Agreement to the Test Center will not exceed the total payments actually received by BPI from the Test Center under this Agreement for the Term during which the alleged liability accrued. Unless otherwise specifically provided for herein, neither party will be liable for any special, incidental, indirect, or consequential damages under this Agreement, however caused, even if such party is advised of the possibility of such damages in writing.
- 9. Indemnification.** To the fullest extent permitted by law, the Test Center will defend, indemnify, and hold harmless BPI, its officers, directors, agents, and employees ("BPI Parties"), from and against any and all third party claims, demands, actions, suits, liabilities, costs or expenses (including attorneys' fees) of claims arising, directly or indirectly, out of the Test Center's negligence, intentional misconduct or breach of this Agreement including but not limited to the breach of any representations or warranties herein.
- 10. Terms Confidential.** The parties agree that the terms of this Agreement are confidential and will not be disclosed to any third party without prior written consent, which consent may not be unreasonably withheld.
- 11. Third Party Beneficiaries.** This Agreement will not inure to the benefit of any person or entity that is not a party to the Agreement.
- 12. Good Faith.** The parties will attempt, in good faith, to quickly and efficiently resolve any disputes between the parties.
- 13. Relationship of Parties.** Nothing contained herein will be construed to create a partnership, joint venture, or agency relationship between BPI and the Test Center. In no event will either party have the authority to enter into an agreement or undertake an obligation on behalf of the other party.
- 14. Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder to any third party without first obtaining the written consent of the other party which consent will not be unreasonably withheld.
- 15. Severability.** In the event that a provision of this Agreement is determined by a court with jurisdiction to be unenforceable or invalid, this Agreement will not be rendered unenforceable or invalid as a whole, rather, in such event, the subject provision will be changed and interpreted so as to best accomplish the objectives of the parties within the limits of applicable law.
- 16. Electronic Communications.** The parties understand and agree that one of the primary means of communication between the parties will be through electronic mail. To that end, each party agrees to: (a) maintain the capability to transmit and receive electronic mail and to view information through the Internet; (b) consistently monitor electronic mail received from the other party; (c) inform the other party of changes in electronic mail addresses for personnel assigned to work on BPI-related projects; and (d) maintain an appropriate level of security with respect to electronic communications. The Test Center expressly understands and acknowledges that BPI policies and procedures will be updated periodically throughout the Term of this Agreement and the Test Center agrees that posting such revised policies to BPI's website www.bpi.org is sufficient notice to the Test Center of the revisions. BPI will use reasonable efforts to provide the Test Center with periodic updates on relevant changes to policies and procedures through electronic mail or periodic newsletters. Notice of any changes to the Test Center Terms and Conditions will be provided pursuant to Section 17 (Notices).
- 17. Notices.** Except as otherwise specifically provided herein, whenever notice is required or permitted, such notice will be provided in writing and will be deemed given when delivered by hand or three (3) business days after the date mailed by United States mail, certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth in the Agreement. Notice may also be given by electronic mail or telefacsimile but will be deemed delivered only upon receipt of a non-automated communication from the recipient acknowledging receipt. Either party may change its address for notification purposes upon prior written notice.

18. Force Majeure. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to power or telecommunications shutdowns, strikes, shortages, government orders or acts of God. Performance times will be considered extended for a period equivalent to the time lost because of any such delay.

19. Amendments. Except as otherwise specifically provided for herein, no amendment or modification of the Agreement will be binding unless in writing and signed by both parties.

20. No Waiver. No custom, practice or failure of either party to exercise any right granted or to insist upon strict compliance with obligations hereunder will constitute a waiver of that party's right to exercise any such right or to demand strict compliance.

21. Survival. All provisions of this Agreement relating to non-competition, confidentiality, intellectual property rights and indemnification will survive the termination or expiration of this Agreement for a period of two (2) years. Payment provisions of this Agreement will survive the termination or expiration of this Agreement to the extent necessary to carry out the intentions of the parties.

22. Section Headings. The section headings in this Agreement are included for convenience of reference only and will not be deemed to define, limit, or otherwise affect the construction of any provision contained in this Agreement.

23. Counterparts. This Agreement may be executed in any number of counterparts and either party may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which taken together constitute one and the same instrument. This Agreement will become binding when one or more counterparts taken together have been executed and delivered by all parties.

24. Governing Law and Venue. This Agreement will be governed and construed in accordance with the internal laws of the State of New York, without regard to its principles of conflicts of law. Venue of any action arising hereunder will rest exclusively in the State of New York, County of Saratoga.

25. Entire Agreement. The Agreement supersedes all prior and contemporaneous representations, understandings or agreements between the parties, whether oral or written, and constitutes the entire agreement between the parties relating to the subject matter hereof.

SAMPLE

Appendix B – BPI Test Center Application Checklist

Please initial, date and submit this checklist with completed documents.

REQUIRED READING PRIOR TO SUBMISSION:

INITIALS

- _____ 1. READ EMAIL OUTLINING TEST CENTER PROCESS
- _____ 2. READ TEST CENTER POLICIES AND PROCEDURES
- _____ 3. READ PROCTOR POLICIES AND PROCEDURES

PLEASE ANSWER THE FOLLOWING QUESTIONS:

- _____ 1. Do you understand all of the Test Center services and duties required by BPI?
 _____ YES _____ NO
- _____ 2. Have you received/reviewed the procedures for online exams?
 _____ YES _____ NO
- _____ 3. Will you offer BPI online exams?
 _____ YES _____ NO
- _____ 4. Do you have internal staff (existing proctor) approved by BPI to conduct online exams?
 _____ YES _____ NO
 If no, do you have a designee that will be oriented?
 _____ YES _____ NO
- _____ 5. Have you received/reviewed the procedures for field exams?
 _____ YES _____ NO
- _____ 6. Will you offer BPI field exams?
 _____ YES _____ NO
- _____ 7. Do you have internal staff approved by BPI (existing proctor) to conduct field exams?
 _____ YES _____ NO
 If no, have you scheduled an exam or an orientation through BPI or other BPI approved proctor mentor?
 _____ YES _____ NO
- _____ 8. Do you want your Test Center information listing on the BPI website with a link to your scheduled exam dates?
 _____ YES _____ NO
- _____ 9. Do you have access to online exam facilities per Test Center Agreement/Policies and Procedures?
 _____ YES _____ NO
- _____ 10. Do you have access to field/lab facilities per Test Center Agreement/Policies and Procedures?
 _____ YES _____ NO
- _____ 11. Do you have access to building performance test equipment per Test Center Agreement/Policies and Procedures?
 _____ YES _____ NO

**DOCUMENTS/PAYMENT REQUIRED WITH APPLICATION SUBMISSION:
PLEASE REFER TO THE APPENDICES IN THE *Test Center Policies and Procedures***

1. CHECK LIST FOR DOCUMENT SUBMISSION – **Appendix B** – (This is not the Test Center Application) – needs to be initialed, signed and dated
2. [TEST CENTER APPLICATION](#); INCLUDING DBA IF APPLICABLE
3. TEST CENTER FEE PAYMENT OF \$500.00 (NON-REFUNDABLE)
4. LIABILITY INSURANCE PROOF AS OUTLINED IN LETTER – **Appendix C**
5. WORKERS' COMPENSATION INSURANCE PROOF AS OUTLINED IN LETTER *or* STATEMENT ON LETTERHEAD THE WC IS NOT REQUIRED
6. LETTER CONFIRMING THAT INSURANCE PROVIDES COVERAGE FOR ALL AREAS WHERE BPI TESTING WILL BE HELD – **Appendix D**
7. DISCLOSURE FORM AND DISPUTE RESOLUTION POLICY – **Appendix E**
8. [PROCTOR APPLICATIONS AND CODES OF ETHICS](#), IF SUBMITTING WITH TEST CENTER APPLICATION – See *Proctor Policies and Procedures* – depending on the designation that the proctor will conduct exams for – please include all appropriate appendices.
9. PROCTOR FEE OF \$360.00 PER PROCTOR (NON-REFUNDABLE)
10. PROCTOR BIOGRAPHY OR RESUME
11. PROCTOR JPEG PHOTO renamed with proctor's name SUBMITTED

REVIEWED PRIOR TO SUBMISSION BY: _____

SUBMISSION DATE: _____

NOTES: _____

Please make sure to check your file sizes when submitting application pieces via email! If the file exceeds 10MB, you will need to zip the file to see if you can make it smaller, break up lengthy PDF files, or send several emails with fewer attachments on them. Always try to request a read receipt or follow up with a separate email to make sure that your application was transmitted successfully.

Appendix C – Sample of Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

KED
R045

DATE (MM/DD/YYYY)
12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
NAME OF PRODUCER		PHONE (A/C, No, Ext): (XXX) XXX-XXXX	FAX (A/C, No): (XXX) XXX-XXXX
PHONE: (XXX) XXX-XXXX F: (XXX) XXX-XXXX		E-MAIL ADDRESS:	
STREET ADDRESS		INSURER(S) ABCINSURANCECOMPANY	
CITY, STATE ZIP		INSURER A: ABC INSURANCE COMPANY	
INSURED		INSURER B:	
LEGAL NAME OF ORGANIZATION		INSURER C:	
STREET ADDRESS		INSURER D:	
CITY, STATE ZIP		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			Policy#	01/12/2014	01/12/2015	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liab						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED: <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC Policy#	01/12/2014	01/12/2015	PER STATUTE	\$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Building Performance Institute, Inc. (BPI) Attn: Test Center Development 63 Putnam Street, Suite 202 Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jane Doe

Appendix D – Insurance Letter Template

*You may use this document as a template for your application submission.



Wednesday, December 14, 2011

To Whom It May Concern:

The insurance documents provided for ABC Company that were submitted with the BPI Test Center application provides coverage in any area where testing for BPI Certification Exams will occur.

If you have any questions, please do not hesitate to ask.

Thank you,

Jane Doe
CEO
ABC Company
123 Elm Street
Anywhere, NY 12345

Appendix E – Disclosure Form & Resolution Policy Template

*You may use this document as a template for your application submission.



Wednesday, December 14, 2011

BPI Test Center Conflict of Interest Disclosure Form

As a BPI Test Center, ABC Company holds its staff to the highest standards of conduct. Candidates who are testing through our organization will be treated in a professional and ethical manner. ABC Company pledges that all candidates will be treated with fairness and impartiality during the testing portions of the program.

This written disclosure is provided to our candidates prior to the start of testing to disclose potential conflict of interest information to our candidates. Our BPI Proctors include BPI Certified Building Analysts and Envelope Professionals that perform energy audits and recommend corrective measures. ABC Company also offers contracting services to perform the remediation issues recommended to increase building performance.

Although there may be situations in which ABC Company may be providing testing to staff members of companies or organizations performing similar services, we will maintain objectivity. The goal of our company as a BPI Test Center is to provide all Candidates with the same objectivity needed to carry out the standards and quality needed to fulfill the high level of standards developed by BPI.

ABC Company will strictly adhere to the policy stated above and therefore any potential conflict should be avoided.

Your signature below states that you have received and reviewed this document prior to commencement of this testing session.

Candidate's Name	Date
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Any concerns should be brought to our attention immediately by contacting:

ABC Company
 123 Elm Street
 Anywhere, NY 12345
 123-456-7890
abc@abccomany.com

Appendix F – Contact Information Update Form

BPI Test Center Information for updating the database and website – Please notice that although the fields are repetitive, not all information will be the same unless that is what you choose. Please use your computer to type the information, save the document, and email it back to TestCenter@bpi.org. Thank you for your assistance as we work to ensure that all of your information is listed accurately.

DATE FORM IS COMPLETED: _____

GENERAL INFORMATION:

Test Center Account Name: _____

DBA (If applicable): _____

Primary Contact: _____

Job Title: _____

Main Phone: _____ Extension: _____

Other Phone: _____ Extension: _____

Fax: _____ Fax Ext: _____

Email: _____

Website: _____

MAIL INFO:

Street Address: _____

City: _____ State: _____ Zip: _____

Country if other than USA: _____

INVOICING INFORMATION: Tax ID: (required) _____

Invoice Business Name: _____

Invoice Contact Name: _____

Job Title: _____

Invoice Street Address: _____

Invoice City: _____ State: _____ Zip: _____

Invoice Country: _____

Invoice Email: _____

Invoice Phone: _____ Extension: _____

Invoice Fax: _____ Fax Ext: _____

Invoice Cell: _____

Website: _____

WEB INFORMATION:

(This is the information that will appear on the BPI website for candidates to contact you about testing)

Test Center Account Name: _____

Contact Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Email: _____

Business Phone: _____ Extension: _____

Fax: _____ Fax Ext: _____

Cell Phone: _____

Website: _____

PROCTOR INFORMATION – USE ADDITIONAL SHEETS IF NECESSARY TO LIST ALL PROCTORS ASSOCIATED WITH THIS BPI TEST CENTER.

ONLINE PROCTORS:

FIELD PROCTORS:

ADDITIONAL COMMENTS:

Appendix G – BPI Test Center Account Login Instructions

Once your Test Center has been approved, you will receive access to login to your [Test Center Account](#). The Primary Contact of the Test Center account should login to the BPI Test Center Portal a minimum of one (1) time per month to review content stored there including, but not limited to, monthly webinar minutes and informational updates.

Go to the BPI website: www.bpi.org

1. Select the red **Login** button from the top of the screen
2. Select **BPI Test Center Account Log In** button from listing
3. Enter your personal BPI ID and Password
(This is a 7-digit number that starts with the number one [5])
4. Click **Sign In**

If you forget your login credentials at any time, you may use the **Forgot BPI ID or Password** links to have your information emailed to you. This email will go to the address BPI has on file for you and will come from no-reply@spero.bpi.org.

In the Test Center Account, you will:

- find general information about your Test Center account,
- have the ability to update and add address locations to the BPI website where your Test Center is available to administer exams,
- see a listing of the proctors who are currently associated to your account and their certifications,
- be able to view important documents, updates, and reminders in the **News & Resources** section.

You also have the option to change your password in this area.

Appendix H – Testing & CEU Portal Login Instructions

The Test Center Manager and Test Center User of the account will have access to login to the Test Center Portal to purchase exams and assign exams to your Proctors.

Login to your personal BPI Candidate or Proctor Portal as directed above.

1. Select the blue **Testing & CEU portal** button at the top right corner
2. Select the option Test Center Manager or Test Center User option for the Test Center account you are trying to access
3. Click **Login**
This will bring you directly into the Testing & CEU portal Dashboard

Assigning Exams to Proctors

1. To see the number of online and field exams assigned to your Test Center, select **Exam Management**

You will need to **Assign** online and/or field exams to each proctor that is listed in your Test Center Portal from the balance shown. If you do not have enough exams available to assign to your proctor(s), please follow the instructions on **How to Purchase Exams** below.

2. Do this by clicking on **assign** next to the Proctor's name
3. Enter the number of **online** and/or **field** exams you would like that proctor to be able to have access to

The **Available** number of exams shown for a proctor on this screen includes exams from all Test Centers that a proctor is associated to. There may be a number of exams already assigned to the proctor by other organizations, but not yet for your Test Center account!

4. Select **Assign**

The proctor will now be able to administer the online and/or field exams

How to Purchase Exams

1. Select **Store**
2. Select **Purchase Exams** from the menu on the left
3. Enter the number of online and/or field exams that you would like to purchase
4. Click **Continue**
5. Verify your information and either select **Edit Order** or click **Checkout** if you are ready to pay for the exams

You will then be brought directly to a PayPal site. If you have a PayPal account, you may choose to use it; or you may login as a guest to pay by credit card. If at any time you would like to leave the site without paying, select the **Cancel and return to Building Performance Institute, Inc.** link at the bottom of the page.

Exam Tracking

You may track the exams given by your Test Center through this portal as well.

1. To see exams given, click on the **Reports** tab from the top menu and then select **Testing Activity** from the menu at the left
2. Enter any of the filter options found at the top of the page; you can use only one, or any combination of options
3. Select **Filter/Search**

If you have problems logging into the Test Center Portal, please contact:

Test Center Department – TestCenter@bpi.org

Certification Department – Certification@bpi.org

or call (877) 274-1274 ext. 292

Terms and Definitions

Acknowledgement and Signature Page – Form proctors sign to acknowledge that they have read and understand the contents of the *Proctor Policies & Procedures* document(s).

ALC – Air Leakage Control Installer.

ANSI – American National Standards Institute.

ANSI/ISO 17024 – General requirements for bodies operating certification of persons.

BPI Certification – A rigorous, credible and defensible paper/online and field exam process administered to individuals by BPI or its Test Centers, to prove knowledge, skills and professional competency in the building performance industry designations.

BPI Certified Professional – An individual who demonstrates competence to the certification scheme for certification.

BPI Continuing Education – Coursework, seminars and educational activities (training and writing) pertaining to building science that can be used to further an individual's knowledge, skills and understanding of whole-house building science. Continuing Education Units (CEUs) can be applied toward recertification of earned BPI certifications.

BPI (Field) Proctor – An individual approved to administer field exams on behalf of BPI.

BPI National Standards – The set of technical protocols and procedures that have been developed through an open, transparent, consensus based process and are intended to achieve a high quality of residential building performance. BPI is approved by the American National Standards Institute, Inc. (ANSI) as an accredited developer of American National Standards.

BPI (Online) Proctor – An individual approved to administer online exams on behalf of BPI.

BPI Quality Assurance Program for Proctors – A set of internal quality control procedures used to ensure conformance to requirements of the *BPI National Standards* and the *BPI Proctor Policies and Procedures* document(s).

BPI Test Center – An organization with an existing legal agreement between the Test Center and BPI allowing that organization to offer BPI Certification Exams through exam proctors approved by BPI for the expanding national network of building performance industry professionals.

BPI Testable Knowledge List – The comprehensive list of knowledge, skills and tasks an individual is expected to demonstrate mastery of, in order to earn BPI certification.

Business Location – The primary location of the BPI Test Center where all invoicing from BPI will be sent. If a BPI Test Center needs invoicing sent to more than one location, the second location is considered an additional business location and an additional non-refundable location fee will be assessed. It will be the responsibility of the BPI Test Center to further sort invoicing, if that is necessary for the BPI Test Center.

Conflict of Interest Disclosure and Resolution Policy – Statement Test Centers develop that discloses any known or perceived conflicts of interest to candidates and the policy that is used to resolve the conflicts.

Core Certifications – BPI certification schemes which include: Heating, A/C and Heat Pump and Manufactured Housing Professionals.

Database Information Document – Information provided by Test Center organization for BPI's database records; also used to request changes to account information once Agreement is finalized.

Field Exam – A part of an exam process in which a candidate demonstrates their field ability through a series of physical tasks and analysis.

Field Evaluation Form – An approved format in which proctors record field exam results of candidates.

Home Energy Professional – BPI certification schemes which include: Crew Leader, Energy Auditor, Retrofit Installer Technician, and Quality Control Inspector.

Online Exam – A part of an exam process in which a candidate answers multiple choice questions online with a computer.

Proctor Application – Form used to become a proctor.

Proctor Code of Ethics – Agreement proctors sign to foster trust and mutual respect among those in the industry.

Proctor-Trainer Agreement – Agreement proctors sign to acknowledge that if they are also a trainer in the industry, they cannot also proctor field exams for any candidate that they have trained.

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.

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

Test Center Agreement – Legal agreement between a Test Center organization and the Building Performance Institute, Inc.

Test Center Application – Main application form all Test Centers must complete.