

## **Application form for :- accreditation / re-accreditation / additional course of environmental emergency response training provider .**

Please complete the Section A; form and Section B; agreement and return by email to [bernie.bennett@nautinst.org](mailto:bernie.bennett@nautinst.org)

Section A: Training provider details	
Training Provider Name	
Address	
Telephone	
Fax	
Email	
Website	
Person In Charge	
Contact Person	
Name of Course(s) or Programme(s)	
Instructors name (Please Specify - Jr/senior instructor)	
Locations of course delivery	
Planned date for submission of documents	

## SECTION B TERMS AND CONDITIONS OF BUSINESS

The training provider agrees to the following conditions:

1. The training provider voluntarily agrees to accept The Nautical Institute's accreditation standards, to submit the necessary documentation for accreditation and to receive the approval visit, if appropriate, in accordance with The Nautical Institute's policy and procedures.
2. The training will be designated "accredited" when the accreditation team has completed its considerations and determined that the training provider meets or exceeds a minimum standard. Subject to a right of appeal, which would be at their own expense, the training providers will abide by the decision of the accreditation team.
3. The Nautical Institute will prepare and publish periodically lists of accredited training providers.
4. The Nautical Institute and the training provider will follow the procedures and policies developed, periodically reviewed and updated by The Nautical Institute regarding the setting of standards, reporting of information, complaints, display of certificates, use of The Nautical Institute logo, appeals and other matters.
5. The training provider will use all practical means at its disposal to continuously ensure that the services it provides fully comply with the applicable accreditation standards at all times.
6. When an accreditation visit to a training provider is required, requested, or otherwise deemed necessary or desirable, the Nautical Institute agrees with the training provider the approximate date of the visit. Detailed arrangements for the visit are made through direct contact between the Nautical Institute and the training provider.
7. The training provider agrees that if a formal complaint is raised concerning their operation under the Nautical Institute's accreditation procedures, policies or standards, it will promptly comply with any requests of the Institute for necessary information. The training provider agrees to reimburse the Nautical Institute for any related expenses incurred. If the claim was raised by another training provider and is found to be without merit, the latter may be required to reimburse the Institute.
8. When reference is made to accreditation, the following may be used:
  - (i) "Accreditation by The Nautical Institute Pending", in a font and style established by the Institute, which may be used by a training provider which has made application for accreditation, until that time it is notified of the accreditation team's decision;
  - (ii) The term "Accredited by The Nautical Institute", in a font and style established by the Institute, this may be used by a training provider that has been notified that it has received either provisional or full accreditation.
9. The official logo of The Nautical Institute may be used on appropriate materials. The Institute will have the right to notify the training provider of any material used or issued by them that the Institute considers to be incorrect, inappropriate or misleading.
10. The Nautical Institute recognises that course design and material are the property of the course providers and that all material submitted to the Institute will be treated as confidential.
11. The training provider agrees not to hold the Nautical Institute, its directors, officers, members and employees liable for any loss, damages, costs, or expenses, which they may incur or be required to pay as a consequence of their actions.

12. During the term of this Agreement, a Party may terminate its participation in this Agreement for any reason by serving written notice of termination sixty (60) days in advance to the non-terminating Party.

13. The training provider agrees to provide a purchase order and to pay the fees in GBP for accreditation ( including any other fees notified e.g. Certificates issued fee and Annual fee. )when due and within the time scale documented on the NI invoice.

All payments to be made to The Nautical Institute under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If the training provider is compelled to make any such deduction, it will pay to The Nautical Institute such additional amounts as are necessary to ensure receipt by The Nautical Institute of the full amount which it would have received but for the deduction.

14. The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.

The Nautical Institute is subject to the provisions of the EU General Data Protection Regulation (GDPR). The personal data you provide to us will be processed on a 'legitimate interests' basis under Article 6 (1) of the GDPR. This will enable the Institute to provide you with the information and services required to maintain your certificate. You will receive communications from the Institute to let you know about relevant activities, products and services and also the status of your certificate

Name of Training Provider

Signature of the Responsible Person from the Training Provider

Name and Title/Position of the Responsible Person from the Training Provider

Date

For Nautical Institute

Name / Title

Signature

Date