



# SPIRE™ QUALIFICATION PROGRAM AGREEMENT

Choose a method to return the completed Agreement:

Mail to: \_\_\_\_\_  
\_\_\_\_\_

Fax to: \_\_\_\_\_ E-mail to: \_\_\_\_\_

THIS AGREEMENT is made as of \_\_\_\_\_, by and between UL LLC, a Delaware limited liability company, ("UL" or UL Solutions") and \_\_\_\_\_ ("Company"), \_\_\_\_\_ ("Address"), a SPIRE™

Qualified Company ("Qualified Company") that employs assessors who will be trained and qualified as SPIRE™ Qualified Assessors by UL Solutions to conduct assessments requested by one or more UL Solutions Companies, in order to obtain objective evidence of a building's performance using the SPIRE™ Verified Assessment Process and Criteria ("Assessments") set forth in each statement of work or other agreed form of work order ("SOW"). The UL Solutions Companies and Qualified Company are referred to individually as a "party" or together as "the parties."

"UL Solutions Company" means an entity controlled by, controlling, or under common control with that UL Solutions, and "UL Solutions Companies" means all of them, collectively. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the interests in such entity, by contract, or otherwise. Under this Agreement, Qualified Company may be engaged by UL or any UL Solutions Company. When Qualified Company enters into an SOW with a UL Solutions Company, then with respect to those Assessments, "UL" in this Agreement will be understood to refer to that UL Solutions Company and that UL Solutions Companies will be bound to this Agreement and solely responsible for any UL Solutions obligations (including payment obligations) with respect to that SOW. The Assessments may be used by and for the benefit of any UL Solutions Company.

## 1. Scope.

- 1.1 Qualified Company shall meet the company entry requirements for the SPIRE™ Qualification Program as provided by UL Solutions from time to time in writing.
- 1.2 Qualified Company shall request that UL train and qualify selected Qualified Company personnel who meet SPIRE™ qualified assessor prerequisites requirements as SPIRE™ qualified assessors ("Assessors"), to be able to perform Assessments as requested by UL Solutions according to the terms of this Agreement. The parties shall agree in advance upon the time, location, method, and fees for the training.
- 1.3 Qualified Company shall assign an Assessor to perform Assessments as requested by UL Solutions according to the terms of this Agreement.
- 1.4 Qualified Company and Assessor are not obligated to perform Assessments exclusively for UL Solutions. UL Solutions is not obligated to request that Qualified Company and Assessor perform all Assessments for UL Solutions.

## 2. Obligations of UL.

- 2.1 If UL Solutions requests the Assessment, UL Solutions shall provide Qualified Company and Assessor with information required to perform the Assessment including the scope of the Assessment, the location of the facility the requested completion date or Assessment schedule, and any other relevant information to perform the Assessment.

- 2.2 UL Solutions shall provide Qualified Company and Assessor with all documents required to perform the requested Assessment including current requirements and instructions applicable to the Assessment. UL Solutions shall promptly notify Assessor of any changes to the Assessment scope, requirements, instructions, location, or schedule.
  - 2.3 UL Solutions may provide training to Qualified Company and/or Assessor. The parties shall agree in advance upon the time, location, method, and fees for the training.
- 3. Obligations of Qualified Company and Assessor.**
- 3.1 Qualified Company and Assessor will make their best efforts promote and market the Assessment services and will utilize any UL Solutions provided marketing brochures, web pages, and related marketing materials, describing the Assessment services. Any promotional materials related to the Assessment services not provided by UL Solutions must be preapproved by UL Solutions.
  - 3.2 Assessor shall perform each Assessment in a competent and consistent manner, in compliance with the applicable SPIRE™ program requirements and instructions. Assessor represents and warrants that the best technical practices, skills, procedures, care, and judgment shall be employed in performing Assessments and that the Assessments shall be performed in the most expeditious and economical manner consistent therewith. Qualified Company is responsible Assessor personnel's compliance with the terms of this Agreement.
  - 3.3 Qualified Company and Assessor shall act according to the highest legal, ethical, and moral standards at all times. Assessor has read, understands, and agrees to comply with UL Solutions' Global Supplier Standards of Conduct and UL Solutions' Anti-bribery and Corruption Policy (available at [www.ul.com/ulgloalethics](http://www.ul.com/ulgloalethics)). Further, the Qualified Company and Assessor agree that they will comply with foreign corrupt practices laws, regulations, and other legal requirements including the U.S. Foreign Corrupt Practices Act and UK Bribery Act. Qualified Company and Assessor specifically represent and warrant that no offer, promise or payment of any money, gift, or any other thing of value shall be paid to any person for the purpose of influencing official actions or decisions affecting this Agreement. Qualified Company and Assessor agree to promptly notify UL Solutions of any change in any laws, regulations or other legal requirements that may affect their performance of this Agreement.
  - 3.4 Qualified Company and Assessor represent and warrant that during the term of this Agreement they will not cause UL to violate any U.S. trade sanction laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (<http://www.ustreas.gov/ofac>), shall obtain all applicable export licenses, and shall ensure that any payments made to UL Solutions will not be paid from or deposited into a financial institution and account subject to any U.S. trade sanction law. UL has the right to terminate the Agreement immediately if it is prohibited by U.S. law from doing business with Qualified Company or Assessor.
  - 3.5 Qualified Company and Assessor shall prepare and maintain complete and accurate records and reports of all Assessments in such form and for such time as designated by UL. Immediately after each Assessment, Assessor shall send in the manner specified by UL, the Assessment report, the objective evidence, and any other required documentation to the individual designated by UL. Statements are required for each Assessment unless specified otherwise in writing from UL. No travel expenses are covered by UL.
  - 3.6 UL Solutions shall have all right, title, and interest in and to all records and documents pertaining to the Assessments. All records and documents that Assessor creates pertaining to the Assessments are "works made for hire" on behalf of UL within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and UL will be the copyright owner of such records and documents. Upon UL's request, Assessor shall provide UL with all documents, information, or assistance necessary to enable UL to perfect and protect its copyrights in any materials produced as a result of this Agreement. All materials UL provides to Assessor relating to the Assessments are property of UL, and Assessor may not sell or distribute the materials to any third parties.

- 3.7 Assessor shall permit UL Solutions representatives and any third-party observer(s) accompanying the representatives, announced and unannounced, to attend and observe the Assessments.
  - 3.8 If applicable, Qualified Company shall inform UL Solutions in writing of the name of the person who will act as the Assessment coordinator and the name(s) of the person(s) who will conduct the Assessment(s). Upon request, Qualified Company shall provide UL Solutions with curriculum vitae of the Assessors who will conduct Assessments. Only personnel qualified by UL Solutions as SPIRE™ qualified assessor shall perform the Assessments. Qualified Company shall notify UL Solutions in advance of any proposed change in personnel conducting Assessments. Upon UL Solutions' request, Qualified Company shall promptly replace any of its personnel who conduct Assessments for UL Solutions. Qualified Company shall not use subcontractors to perform Assessments without UL Solutions' prior written consent. In all cases, all Assessments shall be performed by UL Solutions qualified Assessors.
  - 3.9 Qualified Company and Assessor shall be clear with the building owner or its representatives that UL Solutions is making the certification decision and that the Assessment services do not include a determination of the acceptability of the building's attributes for UL SPIRE™ Verified Assessment, Listing, Classification, or Recognition services.
  - 3.10 UL Solutions is entitled to inspect and review all Assessments provided under this Agreement for conformity with Assessor's obligations under this Agreement.
  - 3.11 Qualified Company's Assessors shall have the necessary education, training, technical knowledge, and experience to conduct the Assessment, and the Qualified Company shall maintain up-to-date records of assessor personnel's relevant training and education. From time to time, UL Solutions may evaluate Assessors' understanding and application of industry and assessment skills and knowledge, and, if UL Solutions determines that it is necessary or desirable, may require those employees to undergo further training and suspend their ability to perform Assessments until such training is complete and they have proven they have the necessary skills and knowledge.
4. **Marks.** No licenses, express or implied, for any trademarks, service marks, certification marks or copyrights are granted to either party or any third party as a result of the Assessment service. Qualified Company and Assessor shall not authorize any person to use UL Solutions or any other UL Solutions Company's Marks.
  5. **Advertising and Promotion.** The marketing guidelines for Qualified Company and Assessors are found on [ul.com](http://ul.com) (Marketing Guidelines for SPIRE™ Qualified Assessors and Qualified Companies ([ul.com](http://ul.com))). Qualified Company and Assessor may not refer to themselves as a UL Solutions or other UL Solutions Company "accredited" or "recognized" organization or any other similar description. Qualified Company and Assessor may not refer to or use the name or Logo or Mark of UL Solutions or any UL Solutions Company in advertising, promotions or otherwise, orally or in written materials, including, specifically, but not limited to, business cards, except with the UL Solutions' prior written consent.
  6. **Fees and Expenses.** The Qualified Company shall pay UL Solutions' fees for training and qualifying Assessors at the rates provided in the SOW within thirty (30) days of receiving UL Solutions Contracting Party's invoice. Assessor shall not be reimbursed for any expenses unless otherwise provided in the SOW.
  7. **Confidentiality.**
    - 7.1 Qualified Company and Assessor shall not voluntarily disclose information obtained by Qualified Company and Assessor from UL Solutions or its client(s) ("Confidential Information") to any third party, without the prior written consent of UL Solutions. Qualified Company and Assessor shall protect Confidential Information with the same degree of care that it uses to protect its own confidential information of a similar nature and never use less than a reasonable degree of care to protect Confidential Information.

- 7.2 Confidential Information shall not include information or material that is (a) in the public domain other than due to a violation of this Agreement; (b) documented by competent evidence to be known to Qualified Company and Assessor before disclosure by Qualified Company and Assessor under this Agreement and without violation of any confidentiality obligation owed to UL Solutions or any third party; or (c) independently developed by Qualified Company and Assessor without reference or access to the Confidential Information, as demonstrated by competent evidence. If Qualified Company and Assessor is required by law or regulatory authority to disclose any Confidential Information, Qualified Company and Assessor shall: (a) promptly notify UL Solutions in writing upon receipt of the request; (b) reasonably assist UL Solutions to obtain a protective order or other remedy of UL Solutions' election; (c) provide UL Solutions prior review of any disclosure; (d) provide only that portion of the Confidential Information that is legally required; and (e) make reasonable efforts to obtain reliable assurance that the Confidential Information shall be maintained in confidence.
- 7.3 Qualified Company and Assessor agrees that all aspects of the Assessment services, including without limitation the number and frequency of Assessments, shall be kept confidential.
- 7.4 Qualified Company shall ensure that the Assessors have agreed to terms of confidentiality with no less strict terms than contained in this Agreement. The Qualified Company will be responsible for the Assessors' breach of this Agreement, including without limitation the breach of this section 7.
- 7.5 7.5 UL Solutions may disclose any information received from Qualified Company and Assessor to any UL Solutions Company.

**8. Independent Entities.** The parties are independent entities and are not affiliated with or influenced or controlled by producers, suppliers or vendors of products or operators of buildings in any manner that might affect their capacities to render reports of findings objectively and without bias. Specifically, they represent and warrant that, during the term of this Agreement:

- (a) There shall be no managerial affiliation with producers, suppliers, or vendors.
- (b) The results of their work shall accrue no financial benefits via stock ownership or the like to any producers, suppliers or vendors of the products involved.
- (c) There shall be a sufficient breadth of interest or activity such that the loss or award of a specific contract to determine the performance of a producer's, supplier's, or vendor's product with the SPIRE™ Verified Assessment Criteria would not be a determinative factor in their financial well-being.
- (d) The employment security status of their personnel shall be free of influence or control of producers, suppliers, and vendors.

**9. Nature of Relationship.**

- 9.1 The parties intend to create only an independent contractor relationship. This Agreement shall not create an agency or employment relationship, partnership, joint venture, or other business group or concerted action between the parties. Neither party is authorized to incur any obligations on behalf of, or to bind the other in any respect.
- 9.2 Each party's personnel shall at all times be under that party's exclusive direction and control and shall not be employees of the other party. Each party shall pay all wages, salaries, and other amounts due its employees in connection with Assessments performed under this Agreement and without limitation shall be responsible for all reports and obligations respecting their relationship.

**10. Conflict of Interest.** Qualified Company and Assessor:

- i. Shall not use its position for personal financial gain.
- ii. Shall not accept any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties.

- iii. Shall not extend any special favor to employees of UL under circumstances which might reasonably be interpreted as an attempt to influence them in the conduct of their duties.
- iv. Shall not have been involved in any way with designing or improving the building and its monitoring and performance components to be assessed.
- v. If an agent authorized by UL Solutions' clients, shall not have any crossover or sharing of information between its employees who conduct Assessments and its employees who act as agents authorized by UL Solutions' clients. Qualified Company and Assessor must immediately disclose to UL actual or potential conflicts of interest, including any business relationship and/or any financial interest of a UL Solutions employee in the Qualified Company's business.

**11. Insurance.** Without limiting in any way Qualified Company's indemnification obligations under this Agreement, Qualified Company shall maintain the insurance and limits of liability indicated on Schedule A. Qualified Company shall name the UL Solutions as an additional insured on each policy and where applicable, and provide UL Solutions with Certificates of Insurance evidencing that coverage. Qualified Company shall notify UL Solutions in writing no later than ten (10) days before any policy for the required insurance is canceled or modified.

**12. Indemnification.** Qualified Company agrees to assume all risk of loss and to defend, indemnify and hold harmless the UL Solutions, UL Solutions Companies, their respective successors and assigns, members, trustees, officers, employees and agents from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments, including costs, attorneys' and witnesses' fees of counsel of the UL Solutions' choosing arising out of the Assessment services provided under this Agreement including without limitation for injuries to persons (including death) and for loss of, damage to or destruction of property (including property of UL Solutions, UL Solutions Companies and UL Solutions' clients) arising in connection with the Assessment or this Agreement, unless caused by UL Solutions' sole negligence.

**13. Governing Law.** This Agreement shall be governed by Illinois, U.S.A. law without reference to its choice of law principles.

**14. Resolving Disputes.** The parties agree to attempt to quickly and amicably resolve any disputes concerning the interpretation of this Agreement or the parties' responsibilities under this Agreement in good faith. However, if any such dispute cannot be amicably resolved, the parties agree that such dispute shall be decided by a court of competent jurisdiction sitting in the City of Chicago, Illinois, U.S.A. The parties' consent to personal jurisdiction of such courts.

**15. Termination.**

15.1 Either party may terminate this Agreement upon ninety (90) days' written notice.

15.2 UL Solutions shall have the right to terminate this Agreement immediately if any of the following events occur:

- i. Either Qualified Company or Assessor fail to comply with any provision of this Agreement.
- ii. Qualified Company suspends its payments, is bankrupt, is unable to pay debts when due, enters into liquidation, or takes or suffers any similar action in consequence of its debts, whether voluntary or compulsory.
- iii. A change in ownership of a controlling interest in Qualified Company, without the UL Solutions' prior written consent.
- iv. Any misrepresentation by Qualified Company or Assessor in connection with this Agreement.
- v. Any trade sanction or embargo is imposed by the U.S. government upon the country in which Qualified Company or Assessor is located or incorporated.

- 15.3 Upon termination of this Agreement, Qualified Company and Assessor will discontinue Assessments and shall promptly deliver to UL all records and documents in connection with Assessments performed for UL Solutions, as well as all equipment UL Solutions had provided to Assessor.
- 15.4 The provisions of Paragraphs 7 (Confidentiality), 12 (Indemnification), 14 (Resolving Disputes), 16 (Audit), 18 (No Waiver), 20 (Third-Party Beneficiaries), 21 (Notice), and 22 (Severability) shall survive the termination of this Agreement.
- 16. Audit.** During the term of this Agreement and for five (5) years thereafter (the "Records Period"), Qualified Company and Assessor shall keep all final reports and submissions relating to the performance of its obligations under this Agreement. In addition, Qualified Company and Assessor shall keep detailed records relating to the performance of its obligations under this Agreement for three (3) years. During the Records Period, UL Solutions or its third-party auditor or accreditors, will have the right to conduct an audit and/or inspection of such records in order to verify Assessor's performance under this Agreement.
- 17. Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior communications, understandings, representations, negotiations, and discussions, written or oral, between the parties regarding its subject matter. If any purchase order submitted in connection with this Agreement conflicts with this Agreement, this Agreement shall prevail.
- 18. No Waiver.** A party's failure to insist upon the other party's performance of this Agreement or any of its provisions shall not constitute a waiver of any rights under the Agreement.
- 19. No Assignment.** Neither party may assign or transfer, in whole or in part, its rights and obligations under this Agreement without the other party's written consent. Notwithstanding the foregoing, UL Solutions may assign, transfer or subcontract, in whole or in part, its rights and obligations under this Agreement to a UL Solutions Company solely at the discretion of UL Solutions.
- 20. Third-Party Beneficiaries.** All other UL Solutions Companies are intended third party beneficiaries for purposes of enforcing all provisions of this Agreement. Except as provided above, each party intends that no provision of this Agreement will in any way benefit any other third party or accord any third party any rights or remedies.
- 21. Notice.** All notices required to be given under this Agreement shall be in writing executed by an authorized person and shall be delivered by hand, by certified or registered mail (or an equivalent), return receipt requested, courier or facsimile (if confirmed by receipt). Notice shall be deemed to have been made, in the case of facsimile, upon confirmed receipt, and in the case of mail or courier, upon the earlier of (i) receipt or (ii) five (5) days after such notice is deposited in the mail to the address shown below:

UL Solutions  
 333 Pfingsten Road  
 Northbrook, Illinois 60062  
 U.S.A.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: VP, Ecosystems and Service Development  
 SPIRE™ Program Owner

Attention: \_\_\_\_\_  
 (Name)

- 22. Severability.** A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more provisions of this Agreement shall not invalidate the remaining provisions of this Agreement, nor shall such declaration have any effect on the validity or interpretation of this Agreement outside of that jurisdiction.

The undersigned represent and warrant that they are authorized to execute this Agreement; that they have read the Agreement and understand its terms; that they have had access to legal counsel; and that they intend to be legally bound.



**WE AGREE TO THE TERMS AND CONDITIONS SET FORTH ON EACH PAGE OF THIS AGREEMENT AND WARRANT THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE WITHOUT UL SOLUTIONS' PRIOR WRITTEN CONSENT.**

**UL Solutions**

\_\_\_\_\_  
*(Qualified Company's Complete  
Legal Company Name)*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Signature)*

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

**Name:** \_\_\_\_\_  
*(Signature)*

**Title:** As Legal Representative of UL Solutions

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



**SCHEDULE A TO  
SPIRE™ QUALIFICATION PROGRAM AGREEMENT**

**Between UL Solutions and QUALIFIED COMPANY**

1. Fee Schedule: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Insurance:

**General Liability**

\$2,000,000 General Aggregate  
\$1,000,000 Each Occurrence  
\$1,000,000 Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$25,000 Medical Expense

**Auto Liability**

\$1,000,000 Combined Single Limit

**Workers Compensation**

Statutory Limits

**Employers Liability**

\$1,000,000 Bodily Injury by Accident  
\$1,000,000 Bodily Injury by Disease – Policy Limit  
\$1,000,000 Bodily Injury by Disease – each Employee

**Professional Liability**

\$5,000,000 Annual Aggregate

Umbrella insurance can be used to supplement and meet the UL requirements above for primary liability policies, such as auto, general liability, and employers' liability coverage, but not professional liability insurance.