

CPF AUTHORIZED SERVICE PROVIDER CERTIFICATION AGREEMENT

PARTIES

This Authorized Service Provider Certification Agreement ("Agreement") is entered into as of the ___ day of _____, 20___ ("Effective Date"), by and between:

[CERTIFICATION BODY NAME] ("Certification Body" or "CB")

Authorized CPF Certification Body

Address: [Address]

Email: [Email]

AND

[FIRM NAME] ("Firm" or "Authorized Service Provider")

A [jurisdiction] [entity type]

Registration: [Number]

Address: [Address]

Website: [Website]

Email: [Email]

RECITALS

WHEREAS, CB is authorized by CPF3 to certify organizations as Authorized Service Providers;

WHEREAS, Firm provides CPF-related services and desires "CPF Authorized Service Provider" certification;

WHEREAS, Firm employs certified CPF professionals and maintains quality management systems;

NOW, THEREFORE, the Parties agree as follows:

1 DEFINITIONS

1.1 "Authorized Service Provider" means a firm certified to provide CPF services and use the "CPF Authorized Service Provider" designation.

1.2 "CPF Services" means professional services including assessments, implementation, training, monitoring, and integration.

1.3 "Certified Personnel" means individuals with valid CPF certifications employed by Firm.

1.4 "ASP Mark" means the "CPF Authorized Service Provider" trademark and logo.

2 FIRM SIZE CLASSIFICATION

- Micro (1-10 employees)
- Small (11-50 employees)
- Medium (51-250 employees)
- Large (250+ employees)

Total: _____

3 REQUIREMENTS

3.1 Staffing:

Size	Min. Certified	Composition
Micro	2	Any combination
Small	5	Min. 2 Assessors
Medium	10	Min. 5 Assessors + 1 Auditor
Large	20	Min. 10 Assessors + 2 Auditors

All must:

- Hold current CPF certifications
- Be employed or exclusive contract (1+ year)
- Active in CPF services (25%+ time)
- Maintain CPE requirements

3.2 Quality Management:

SOPs:

- Assessment methodology
- Scoring guidelines
- Privacy protocols
- Report standards
- Client communication
- Project management

Quality Review:

- Peer review all reports
- Quality checklists
- Client satisfaction surveys
- Quarterly metrics review
- Root cause analysis
- CAPA system

Metrics:

- Client satisfaction ≥ 4.0/5.0
- Delivery timeliness
- Complaint rate ≤ 5%
- Staff utilization
- CPE completion

3.3 Privacy and Ethics:*Privacy:*

- Privacy policy
- Differential privacy ($\epsilon \leq 0.1$)
- Minimum aggregation (10)
- Encryption (AES-256, TLS 1.3)
- MFA and access controls
- Audit logging
- Retention policy (max 5 years)
- Annual external privacy audit

Ethics:

- CPF Code of Ethics adoption
- Annual training (2 hours)
- Complaint procedures
- Conflict management
- Independence protocols

3.4 Insurance:

Professional Liability:

Size	Per Occurrence	Aggregate
Micro/Small	\$1M	\$2M
Medium	\$2M	\$4M
Large	\$5M	\$10M

Cyber: \$1M all sizes

CB and CPF3 additional insureds.

4 CERTIFICATION PROCESS

4.1 Application (Weeks 1-4):

Submit:

- Application form
- Certified personnel list
- QMS documentation
- Privacy framework and audit
- Ethics policies and records
- Insurance certificates
- Sample deliverables (3 redacted)
- Client references (5)
- Org chart
- Application fee

CB conducts:

- Desktop review
- Personnel verification
- Reference checks (3 minimum)
- QMS assessment

4.2 Audit (Weeks 6-8):

Duration: 2-4 days

Activities:

- Opening meeting

- QMS review
- Personnel interviews
- Project file review (3-5)
- Infrastructure assessment
- Privacy evaluation
- Ethics assessment
- Insurance verification
- Closing meeting

Findings: Conformity, Minor NC, Major NC, Observation

Report: 15 business days

4.3 Corrective Actions:

If NCs:

- Plan within 30 days
- Major: Before certification
- Minor: Within 90 days after
- Verification

4.4 Decision (15 days):

Granted:

- Certificate (electronic 3 days, physical 10)
- Digital badge
- Featured directory listing
- Marketing toolkit
- Resources access
- Surveillance schedule

Denied:

- Written explanation
- Remediation guidance
- Appeal rights (30 days)
- Reapplication option

5 BENEFITS

5.1 Marketing:

- Use ASP trademark
- Official logo (multiple formats)
- Digital badge
- Marketing materials authorization
- Approved messaging

5.2 Directory:

- Priority placement
- Enhanced profile
- Logo, description, services
- Team size indicators
- Analytics

5.3 Business Development:

- CPF3 referrals
- Preferred provider status
- RFP access
- Reduced due diligence
- Premium pricing justification

5.4 Resources:

- Exclusive tools and templates
- Early access (90 days)
- Dedicated account manager
- Priority support
- Volume discounts: 10-20%
- Free webinars
- Conference passes

5.5 Community:

- Annual Provider Summit
- Quarterly roundtables
- Private forum
- Regional chapters

6 ONGOING OBLIGATIONS

6.1 Annual Update (30 days before anniversary):

- Personnel roster
- Quality metrics
- Projects completed
- Client satisfaction
- Insurance certificates
- Privacy audit results
- Ethics training records
- Material changes

6.2 Bi-annual Surveillance (1-3 days):

- Focused review
- Sample projects (2-3)
- Personnel subset
- Continued conformity
- Changes verification

6.3 Performance Monitoring:

CB monitors:

- Minimum personnel maintenance
- Client satisfaction ($\geq 4.0/5.0$)
- Complaint rates ($\leq 5\%$)
- Insurance status
- Privacy audits

6.4 Change Notifications:*Immediate (5 days):*

- Below minimum personnel
- Insurance lapse
- Privacy/data breach
- Ethics complaints
- Legal actions
- Major personnel loss

30-day:

- Ownership changes
- Reorganizations
- Name changes
- Office changes

7 SUSPENSION AND REVOCATION

7.1 Suspension (max 180 days):

Grounds:

- Below minimum personnel
- Insurance lapse
- Surveillance failure
- Fee non-payment
- Complaints under investigation
- Privacy breach
- Major NC not corrected (90 days)
- Client satisfaction <3.5 (2 quarters)

Effect:

- Restriction on new Mark use
- Directory: "Suspended"
- Add "Status Under Review"

- Referrals suspended
- 180-day remediation or revocation

7.2 Revocation:

Grounds:

- Failure to remediate
- Severe privacy violations
- Fraud/misrepresentation
- Systematic quality failures
- Ethics violations
- Persistent Mark misuse
- Insurance loss >60 days
- Dissolution/bankruptcy

Process:

- Written notice
- 30 days to respond
- Independent review
- Decision within 45 days
- Appeal rights

Effect:

- Immediate cessation ALL Mark use
- Directory removal
- Public notice (12 months)
- No refunds
- Reapplication: 2-5 years or permanent
- Must notify clients

7.3 Voluntary Withdrawal:

- 60 days notice
- No negative record
- Reapply after 12 months
- Simplified if within 24 months

8 FEES

8.1 Application:

Size	Fee
Micro	\$1,000
Small	\$2,000
Medium	\$3,500
Large	\$5,000

8.2 Audit:

Size	Fee
Micro	\$3,000
Small	\$6,000
Medium	\$10,000
Large	\$15,000

Additional: \$1,500/day

8.3 Certification:

Size	Fee
Micro	\$1,500
Small	\$2,500
Medium	\$4,000
Large	\$6,000

8.4 Annual Surveillance:

Same as certification

8.5 Recertification (3 years):

- Audit: 75% of initial
- Fee: Same as initial

8.6 Other:

- Follow-up: \$1,500/day
- Expedited: 25% surcharge
- Travel: Actual costs

8.7 Payment:

- Application: With submission
- Audit: Before scheduling
- Certification: Upon decision
- Surveillance: 30 days before anniversary
- USD, 30-day terms
- Late: 1.5% monthly
- Suspended if >60 days overdue

9 APPEALS

9.1 Appealable:

- Denial
- Suspension
- Revocation
- Major NC findings

9.2 Process:

- Written within 30 days
- Fee: \$500
- Grounds and evidence
- Independent panel
- Decision within 45 days
- Uphold/Modify/Reverse/Remand
- Fee refunded if successful
- Final and binding

10 CONFIDENTIALITY

10.1 CB Maintains:

- QMS documentation
- Client lists
- Business information
- Audit findings
- Not disclosed except: Public info, to CPF3, to accreditation bodies, as required by law

10.2 Firm Maintains:

- All client information
- Assessment data
- Client identities
- CB audit methodologies

10.3 Data Protection:

- GDPR/CCPA compliance
- Security measures
- Breach notification (24 hours)
- Cooperation

11 LIMITATION OF LIABILITY

11.1 Disclaimer. NO WARRANTIES REGARDING BUSINESS OUTCOMES, CLIENT ACQUISITION, REVENUE, OR COMPETITIVE ADVANTAGES.

11.2 Limitation. NO LIABILITY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

11.3 Cap. NOT TO EXCEED FEES PAID IN 12 MONTHS PRECEDING CLAIM.

11.4 Exceptions: Gross negligence, confidentiality breaches, data violations, indemnification, claims not limitable by law.

12 INDEMNIFICATION

12.1 By Firm: From claims arising from services to clients, negligence, Mark misuse, misrepresentation, privacy violations, false information, third-party claims.

12.2 By CB: From confidentiality breach, audit negligence, data violations.

13 GENERAL PROVISIONS

13.1 Governing Law. [Jurisdiction]

13.2 Disputes. Negotiation (30 days), mediation, then arbitration.

13.3 Entire Agreement. This Agreement and Schedules.

13.4 Amendment. CB may amend (180 days notice).

13.5 Assignment. Firm cannot without consent; CB may for business transfer.

13.6 Force Majeure. Neither liable for events beyond control (>90 days).

13.7 Notices. Written to stated addresses.

13.8 Severability. Invalid provisions reformed.

13.9 Independent Contractor. Parties independent, not partners.

13.10 Survival. Sections 6.3, 10, 11, 12, 13 survive.

13.11 CPF3 Relationship:

- CPF3 owns CPF IP
- CB operates under CPF3 license
- Firm has no direct CPF3 relationship
- CPF3 third-party beneficiary

14 ACKNOWLEDGMENTS

Firm acknowledges:

- Read and understands Agreement
- Agrees to CPF Code of Ethics
- Provided accurate information
- Understands requirements and obligations
- Fees non-refundable
- May be suspended/revoked
- Must maintain all requirements
- Authorizes verification
- Authorizes directory publication
- Consents to data processing
- No guarantee of business outcomes
- Will cease Mark use if certification ends
- Agrees to arbitration

SIGNATURES

CERTIFICATION BODY:

By: _____ Date: _____

Name: _____ Title: _____

FIRM:

By: _____ Date: _____

Name: _____ Title: _____

CERTIFICATION RECORD

Firm Size	
Certificate Number	
Issue Date	
Expiration Date	
Certified Personnel at Certification	
Issued By	

End of Authorized Service Provider Certification Agreement