

# 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  $\geq 4.0/5.0$
- Delivery timeliness
- Complaint rate  $\leq 5\%$
- 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*