

# Terms and Conditions

The South African Photovoltaic Industry Association (SAPVIA) grants the status of Accredited Assessment Centre to qualifying parties. Each Assessment Centre and its designated representatives hereby acknowledge and agree to comply with the Terms and Conditions contained herein for the period the Assessment Centre hold its designation.

## 1. ASSESSMENT CENTRE BUSINESS PRACTICES:

### 1.1 Assessment Offering

For the term of the accreditation issued by SAPVIA, the Assessment Centre agrees to offer PV GreenCard Assessment substantially consistent with the Application Information approved by SAPVIA and agrees to notify SAPVIA of any deviations from the assessment offered, including format change, delivery plan and/or methods 10 days prior to such changes.

### 1.2 Assessment Centre licencing fees payable to SAPVIA

For the term of the accreditation issued by SAPVIA, the Assessment Centre operating entity agrees to pay an annual licencing fee per accredited assessment centre in operation. The Assessment Centre licencing fee will be communicated annually to all Assessment Centre operating entities.

### 1.3 Assessor and Moderator's Qualifications

Instructors, Assessors and Moderators' qualifications and skills have to comply and adhere to requirements as provided in the Assessment Centre Guidelines.

### 1.4 PV GreenCard Assessment Certification

The Assessment Centre agrees to offer and administer the PV GreenCard Assessment in a manner consistent with the procedures described in the Assessment Centre Guideline and in accordance with the Accredited Entity Assessment Programme, in addition to other applicable Assessment administration documentation provided to the Assessment Centre. SAPVIA will provide Assessment Centres with the final most up to date versions of the required documents. To ensure an open and transparent market, SAPVIA will not prescribe a pricing to the Assessment and will leave this up to the individual Assessment provider.

The facility needs to be suitably staffed and equipped to offer the PV GreenCard Installer Assessment. SAPVIA could at any time conduct a site visit to ensure the standard of Assessment is being maintained. Assessment Providers need to supply SAPVIA with their Assessment institution logo, relevant person's contact details and a 100 word write up for the PV GreenCard website. Should you have available dates for upcoming Assessment, this will also be included on the website as acquired. To ensure we keep track of the Assessment, it is requested that within 10 days of the successful completion of the Assessment session; you provide SAPVIA with a list of all participants undertaking the Solar PV installer course with contact details

The Assessment Centre acknowledges the content of the PV GreenCard Assessment are proprietary information owned by SAPVIA and shall therefore not be copied or reproduced or



utilized in any manner not described within the Guideline or in any associated documentation referenced herein.

Assessment Centres are expected to submit an Assessment Register of the assessment attendees to SAPVIA on a monthly basis.

Assessment Certificates will ONLY be issued by SAPVIA. Certificates will only be issued to qualifying candidates, who have successfully completed the Assessment. Assessment Centres may NOT issue candidates with attendance certificates for the 2 day PV GreenCard Assessment.

## **2. ASSESSMENT CENTRE TERMS AND CONDITIONS:**

- 2.1 Prospective Assessment centre operators need to apply to become a registered PV GreenCard Assessment centre. The application should include pictures of the facilities, equipment and CVs of the human resources, as well as any other documentation SAPVIA may request to reconfirm verification of the Assessment Centre criteria.
- 2.2 The Assessment Centre applicant understands and agrees that SAPVIA will conduct a due diligence process to verify the information provided in the Assessment Centre application. Third parties may be contacted to confirm the information provided in the application. The Assessment Centre applicant waives any claims against SAPVIA for breach of privacy or confidentiality during this verification process that could arise from the good faith verification activities and/or any other investigation that SAPVIA conducts as SAPVIA determines in its sole and absolute discretion.
- 2.3 In the event of any changes pertaining to Assessment Centre, including but not limited to change in ownership, contact information or any other substantive changes to the information provided within the Application Information by the Assessment Centre, the Assessment Centre shall provide SAPVIA electronic mail notice of such changes within thirty (30) days of such changes.
- 2.4 The Assessment Centre agrees that SAPVIA, in its sole discretion, may publicly list the Assessment Centre on the SAPVIA website and social media. Listing may include a link to the Assessment Centre website, along with other non-confidential information associated with the Assessment Centre.
- 2.5 Assessment centre acknowledges that it will abide by and uphold the terms and conditions of the SAPVIA Agreements listed herein and the standards of the SAPVIA Code of Conduct.
- 2.6 The Assessment Centre applicant affirms, that all information provided in the application for Assessment Centre Accreditation is correct and complete.

## **3. GENERAL TERMS AND CONDITIONS:**

### **3.1 Disclaimer of Warranties**

SAPVIA provides any and all services and information “as is” basis and grants no warranties of any kind, express, implied or statutory. SAPVIA specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### **3.2 Indemnity**

The Assessment Centre agrees to defend, indemnify and hold SAPVIA, or its employees and affiliates harmless against any losses, expenses, costs or damages arising from, incurred as a result of, or in any manner related to any claim or action resulting from gross negligence by the Assessment Centre.

### 3.3 Non-Disparagement

You agree that you will not publish on the Internet, directly or indirectly, any statement about SAPVIA or the PVGC Programme, SAPVIA and PV GreenCard Programme or any agent thereof that is defamatory.

### 3.4 Governing Law

This Agreement shall be governed in accordance with the laws of the Republic of South Africa, notwithstanding any conflict-of-law provisions to the contrary.

### 3.5 Class Action Waiver

You hereby agree to waive any class action proceeding or counterclaim against SAPVIA, its affiliates, successors or assigns, whether at law or equity, regardless of which party brings suit. This waiver shall apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Agreement or the Services, the performance of either party.

### 3.6 SAPVIA's Remedies

In the event of a breach or threatened breach by you of any of the provisions of this Agreement pertaining to intellectual property, disparagement, or unauthorized use of the Assessment, you hereby consent and agree that SAPVIA shall be entitled to obtain, as a matter of right hereby granted, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy.

### 3.7 Assignability

This Agreement is personal to you, and you may not assign this Agreement or the rights and obligations hereunder to any third party.

### 3.8 Survival of Terms

Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual

## 4. ACKNOWLEDGEMENTS:

4.1 I understand that SAPVIA PVGC Programme is not, nor is affiliated with, a governmental agency, and that the Solar PV Industry is not regulated by any authority.

4.2 SAPVIA's PV GreenCard Accreditation(s), Certification(s) and Bodies of Knowledge are voluntarily adopted by professionals in the Solar PV Industry.

4.3 I understand that when SAPVIA uses terms such as "Industry", "The Industry", "Industry Standard", "International Best Practice", "Generally Accepted" and other generalized terms, the terms are meant as a generalization of SAPVIA's characterization of what it believes to be the industry standard and/or majority view of what constitutes the industry standard.

4.4 I understand that SAPVIA endeavours to represent the voice of the industry's majority, and that because it is not practical to survey and interview every organization and professional involved in Solar PV Industry, SAPVIA has used reasonable methods and efforts to define and establish Solar PV Installation standards for the purpose of supplying the industry with standards that are viable and practical minimum competency standards.

4.5 I understand that my engagement with SAPVIA, as described herein, constitutes my agreement with alignment towards and support of, the PV GreenCard Programme standards, and I will use my best efforts, judgment and actions to uphold and defend these standards.

4.6 I understand and agree that SAPVIA maintains the right to modify all Terms and Conditions herein as it deems necessary from time to time without notice, and that it is my responsibility to review all Terms and Conditions on a regular basis.

4.7 I understand and agree that the following are incorporated into and made a part of this Agreement:

## **5. PV GREENCARD ASSESSMENT CENTRE CODE OF CONDUCT**

5.1 SAPVIA is a voluntary, member organization that is dedicated to promoting Solar PV and suitable levels of Skills Development requirements and Installation Best Practice, therefore demanding the highest professional and personal conduct by its Assessment Centre Partner.

5.2 All Assessment Centres of PV GreenCard Programme are expected to demonstrate such conduct in all dealings with employers, customers, clients, colleagues and the general public. Personal interest or advantage must at all times be secondary to those of others.

5.3 SAPVIA recognizes that a professional accreditation and certification creates an expectation in the community that the Assessment Centre Partner will discharge professional responsibilities with integrity, objectivity, due care and genuine interest. At all times these professional responsibilities must respect the confidentiality as agreed by the parties involved in the delivery of such services.

5.4 Reports that Assessment Centre Partners are suspected of breaching this Code of Conduct will be reviewed and investigated. The Assessment Centre Partner in question will be contacted and will be given the opportunity to fully respond to the potential breach. Proposed action may include censure, suspension or termination of the Partnership. Any proposed action will be subject to the SAPVIA/ PV GreenCard Appeals procedure.

### **5.5 Reports of Breaches of Code of Conduct**

Any Report of conduct that could reasonably be construed as violating the SAPVIA/ PV GreenCard Programme Code of Conduct will be assigned to SAPVIA for investigation. Immediately upon referral, a letter of notice will be sent to the alleged violator with a summary of the reported violations. SAPVIA will maintain full confidentiality regarding the allegations during the investigation period. During such investigation SAPVIA will strive to protect the identities of the parties involved to the extent reasonably possible within the investigation process.

### **5.6 Investigation of Reports of Breach**

The investigation process will be thorough and impartial. It will be the objective of SAPVIA to complete the investigation with a period of sixty days. This timeline may not be possible if the alleged violator refuses to cooperate in the investigation. The findings of the investigation shall be in writing.

#### 5.7 Levels of Severity for Breach

The severity of the level of breach of the Code of Conduct shall determine the proposed restrictions to be imposed on the violator. Each situation will be evaluated separately. Restrictions can range from a letter of warning, criticism, suspension or termination.

#### 5.8 Proposed Restrictions and Penalties for Breach

**Warning** – In the event the breach is determined to be minor and potentially unintentional, written warning will be issued to the Assessment Centre. Evidence of corrective measures will be adequate to avoid any further actions. It will not be made public.

**Condemnation** – A breach of a serious nature that is suspected of being done intentionally; a letter of condemnation will be issued. The censured Assessment Centre will be given the opportunity to correct the conduct – failure to promptly address the issue will result in posting of such action on the SAPVIA website.

**Suspension** – A serious breach and failure to promptly correct the breach will result in a suspension of the SAPVIA designation for a period of up to 90 days. Corrective action will allow for a reinstatement of Assessment Centre designation.

**Termination** – Failure to correct a serious breach of the Code of Conduct after a period of suspension will result in a termination of the Assessment Centre designation.

### 6. LOGO USAGE POLICY

6.1 Associated with the Accreditation and Certification Designations are Logos. Upon an individual or entity's achievement of a Designation, the appropriate Logo may be used on stationary, promotional material and websites. Logos must be used in the exact configuration and colorization as shown in Schedule A – Logo.

6.2 Assessment Providers need to make a formal request for use to both the SAPVIA and PV GreenCard logos in advertising the Solar PV Installer Assessment course. SAPVIA reserves the right to deny any use of the Logos it determines to be inconsistent with the objectives of SAPVIA in its sole discretion.





**7. Point of Contact**

7.1 For any questions, queries and any other matter and support required, please contact [info@sapvia.co.za](mailto:info@sapvia.co.za)