

## **MODULE 8**

### **MISCELLANEOUS**

#### **8.1 INDEMNITY**

The STAC shall indemnify and hold harmless its directors, officers, employees, agents, and volunteers members of the Technical Assessment Board (TAB), other STAC Boards, Technical Assessors and site assessors, their heirs and legal representatives from any and all claims of loss, liability or damage, including costs, fees and expenses that arise out of or in connection with acts of omissions of such person committed in the performance of the accreditation program activities provided that such person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of STAC.

#### **8.2 CERTIFICATE OF ACCREDITATION**

The Executive Director of STAC and the Chairperson of the TAB shall issue a certificate of accreditation to each accredited AETB. This certificate shall remain the property of STAC. The certificate of accreditation shall be returned to the STAC in the event of revocation of accreditation or withdrawal of the AETB from the designated program(s). The certificate shall indicate the name, address and unique identification number for the accredited AETB, the scope of accreditation, the date of initial accreditation, the date of the current accreditation period, the expiration date and authorized signatures.

#### **8.3 DURATION OF ACCREDITATION**

The duration of accreditation is five (5) years, provided the AETB maintains all requirements for continued accreditation as defined in Module 3.

#### **8.4 LIST OF ACCREDITED AETBs**

The STAC maintains a [list of accredited AETBs](#) with corresponding scope of accreditation on the STAC web site. If an AETB is suspended for any Method or Method Group, this status is noted on the web site AETB list. If a AETB's accreditation is revoked, the AETB name is immediately removed from the web site list.

#### **8.5 CONFIDENTIALITY OF RECORDS**

All files and records associated with the STAC SEMQAP shall be confidential and their use restricted to personnel engaged in the administration of the programs.

#### **8.6 CONFLICTS OF INTEREST**

The STAC requires that all members of the STAC Board of Directors, TAB, Technical Assessors, site assessors, or other agents of the STAC involved in the SEMQAP sign a Conflict of Interest statement that prohibits these individuals from participating in any activities and/or proceedings to accredit, reaccredit, deny or revoke the accreditation of any AETB where such person has a vested interest in the granting or denial of accreditation or reaccreditation.

#### **8.7 FEES**

The fees associated with the accreditation programs and the proficiency testing programs shall be determined by the STAC. The [SEMQAP Fee Schedule](#) shall include all appropriate fees for the Source Emission Testing Quality Assurance Programs (SEMQAP). The current SEMQAP Fee Schedule shall be maintained on the STAC web site.

#### **8.8 FEEDBACK FROM PARTICIPATING AETBs**

Participating AETBs desiring changes in the STAC SEMQAP or its policies shall detail their suggestion(s) in writing to the STAC. SEMQAP management shall inform the TAB Chairperson of the suggestion(s). The STAC shall consider and respond to the AETB suggestion(s), as appropriate.

#### **8.9 COMPLAINTS**

AETB users and others desiring to file a complaint against an AETB as a result of performance or misrepresentation, or a complaint concerning other SEMQAP issues, may do so in writing to the STAC. SEMQAP management shall inform the TAB Chairperson and the SEMQAP Board of Directors of the complaint. The STAC shall take corrective actions, as appropriate, and respond to the complainant in a reasonable amount of time.