



Verify Service Level Agreement



This agreement covers the provision and use of the First Point Assessment (FPAL) Verify Scheme. The agreement defines the level of service a Purchaser or Supplier receives upon payment of appropriate fee to FPAL or following notification of an assessment.

Outline Service Provision

- Evaluated and uploaded verified Supplier Capability Profile (Health & Safety and/or Environment elements) available to all FPAL Purchasers.
- Online comprehensive Verify Report (Health & Safety and/or Environment elements) and Supplier Improvement Plans available to FPAL Verify registered Purchasers.
- For Purchasers, the sharing of information from other Purchaser members' assessments and, at the Supplier's discretion, the supporting reports.
- Provision of support /advice throughout the process.
- For Suppliers, a Verify Assessment Certificate award.
- Facility for additional visits (optional).
- Participation in the Verify Special Interest User Group (Verify Steering Group).
- Provision for a Purchaser representative to attend the visit if required.

Participation Fee Structure

SERVICE	FEE	COMMENTS
Purchaser Membership	£3600	Annual membership based on the date of joining.
Verification Assessment Visit	£1600 plus non-local expenses Additional days charged at £500 per day plus associated expenses	The location visited must be capable of substantiating or verifying the statements included in the capability submission. Normally the assessment visit is conducted over a full working day. The duration of the assessment visit is determined by and at the discretion of FPAL. Additional days may be charged in the case of complex organisations or for extended travelling times. Expenses include any travel and associated costs for non-local visits outside the Aberdeen area.
Re-assessment Visit	£500 per day plus associated expenses where relevant.	Must be conducted within three months of initial assessment visit.
Additional visit(s)	£750 per day plus associated expenses where relevant.	The location must be capable of substantiating or verifying the statements included in the capability submission. Fee includes the preparation and issue of the visit report.

Notes:

- a) Supplier nominated assessments shall be invoiced in advance of commencement.
- b) Purchaser nominated assessments shall be invoiced and the end of the month during which the visit was completed.
- c) Additional days, fees or expenses shall be invoiced by FPAL following the visit.
- d) Payment for the Cross Industry Schedule shall be quarterly to cover those assessments completed and will be shared between the members in proportion to their FPAL procurement spend banding.
- e) Fees are non-returnable and exclude VAT (applied at the appropriate prevailing rate).
- f) Fees and rates only apply to assessments conducted within the UK and Europe. For assessments requiring visits outwith the UK and Europe, please refer to FPAL.

Scheme Prerequisites

- The Supplier must be fully registered on the FPAL database for the results to be made available to all Verify Purchasers.
- The Supplier should make a submission to the Health, Safety and/or Environment elements of the FPAL Capability Profile (version 06/04 or later) or can use an existing submission providing it is no more than 1 year old.
- If no Capability Profile exists where an assessment visit is requested, FPAL will assist in expediting a submission.

Cross Industry Schedule / Purchaser Verify Nominations

- Purchasers are expected to provide a suitable number of nominations for assessment visits as part of their verification service commitment.
- This commitment must be through the agreed Cross Industry Schedule where all members share the costs of those visits conducted, although they can also make direct nominations fully funded by themselves.
- The Cross Industry Schedule and any Purchaser nominations shall be co-ordinated by FPAL who will provide progress reports to purchasers as requested.

Availability of Results

- Online comprehensive Verify Report ("Health & Safety" and/or "Environment" elements) and Supplier Improvement Plan made available to all FPAL Verify purchasers, subject to the Supplier's discretion.
- Agreed Supplier Verified Capability Profile ("Health & Safety" and/or "Environment" elements) made available to all FPAL purchasers.

Period of Validity

- The Verify Report and the latest Supplier Improvement Plan will remain available to view to authorised viewers for a period of TWO years from the visit date – unless a further visit is arranged with this period.
- The Verified Capability Profile scores will remain available to view to authorised viewers for a period of TWO years from the visit date; the remainder of the Capability Profile will become subject to the Supplier's THREE year Capability Profiling expiry process. When a valid Capability Profiles exists with Verify scores that reach the TWO year period, the Verify scores will remain on the database but will be displayed as a normal profile bar (dark blue) until the profile expires.
- Following these periods the results will be automatically removed from the system, or sooner if the Supplier lapses from FPAL.

Re-assessment within period of Validity

- A Supplier may be subjected to re-assessment visit within the period of validity as requested by Verify purchasers. This re-assessment shall supersede any previous information and the superseded assessment details will be removed from the system.

Scheduling and Indicative Timings

- The Supplier will normally be expected to make a submission covering "Health & Safety" and/or "Environment" THREE weeks from the notification date (from either a Purchaser or FPAL) that an assessment has been requested.
- On receipt of the submission, or from agreement to use an existing and suitable submission, FPAL shall endeavour to assess the submission, arrange the Verify visit within TEN working days.
- For a Purchaser requested assessment, if the Supplier fails to agree an acceptable assessment visit date, the matter will be discussed with the requesting Purchaser. Should this not result in an acceptable date being agreed (accepting reasonable approaches by both sides), the Supplier database record will be updated with a comment to reflect the failure to sanction a Verify

assessment visit.

- The Verified Report and updated Capability Profile scores (if applicable) shall be uploaded following the Supplier's acceptance – normally requested within FIVE working days from the issue of the draft report. In the absence of any other written instruction from the Supplier to the contrary, FPAL will release the results to ALL Verify Purchasers. Suppliers can restrict results using the Restrict Purchaser Access option should they wish.
- On release of the agreed Verify results, FPAL will forward a copy of the Improvement Suggestions to the Sponsor (for direct nominations only).
- On release of the agreed Verify results, FPAL will forward an Assessment Certificate to the Supplier.

Disputed Assessment Findings

- Every effort shall be made to come to agreement over the assessment findings, both during the close-out meeting and subsequently.
- Should there be no acceptance of the findings, the Verified Capability Profile (disputed elements) will be suppressed from ALL Purchasers and noted as such on the FPAL record; no Verify report will be issued. The requesting Purchaser will be notified of such outcome.

Special Interest Group Participation

- A Verify Special Interest User Group ("Verify Steering Group"), formed by Purchaser and Supplier member representatives has a primary aim of facilitating the progression of the scheme, ensuring it remains effective and provide feedback and recommendations for improvement. This User Group will operate under the generic FPAL "Special Interest Group" terms of reference.

Assessor Competence

- The Verify Assessors will:
 - Hold the NEBOSH qualification - General Certificate minimum
 - Have at least five years Oil and Gas Industry experience
 - Have Auditor experience and/or Certificated (IRCA)
 - Have FPAL scheme awareness

There will be ongoing monitoring of each Verify Assessor's performance.

- FPAL will allocate a nominated Assessor who will be assigned to the Supplier for the duration of the submission and appraisal period, subject to availability.

Indemnity and Exclusion

- Verify participants (Purchasers and Suppliers) agree to use the Verify service and make use of the information at their own risk.
- First Point Assessment will use all reasonable endeavours to ensure the accuracy, completeness and confidentiality of any information relating hereto as part of the Verify service.
- First Point Assessment, however, will not be liable in connection with the provision of the Verify service in any way whatsoever including but not limited to any false, misleading, inaccurate or incomplete information provided in the system or by them or for any breach of confidentiality by it or any of them and/or in either case of its or their agents, contractors or any third party. Nor will First Point Assessment be liable for, and Verify participants shall indemnify and hold harmless First Point Assessment from, any claims, costs, losses, damages or expenses (including legal expenses) in respect of: damage to or loss of property (including infringement of intellectual property rights) personal injury, death or disease of personnel of Purchasers or their contractors and consequential or indirect losses suffered by the Verify participant, howsoever arising, in connection with the performance or non-performance of the Verify service.
- Neither party will be responsible to the other for any consequential loss or misinterpretation of any information contained within the system.