

NGBS GREEN VERIFICATION CANDIDATES' HANDBOOK

Field Reps, Verifiers, Master Verifiers, and PROs

DECEMBER 2023

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OVERVIEW

This guide outlines the professional designations offered by Home Innovation and their respective roles and requirements.

For more information on the NGBS Green program, visit <u>HomeInnovation.com/Green</u>.

CONTACT INFORMATION

If you have questions about the accreditation process or study materials, please submit a message by visiting HomeInnovation.com/NGBSGreenContact. The Home Innovation team can answer general questions about the accreditation requirements and process. However, we are not equipped to share individual exam responses or provide one-on-one assistance.

CONFLICT OF INTEREST

Field Reps and Verifiers must render judgments and services "independent," "objective," and "impartial." Consequently, Home Innovation has a strict prohibition against conflict of interest as it would impair objective judgment. We also strictly prohibit *the appearance* of a conflict of interest. This means that we are focused on the nature of a professional's relationship with the client to determine if circumstances would cause you to be partial in your decisions, subjective in your inspections, and biased in your inspections.

The following individuals are ineligible to serve as NGBS Green Field Reps or Verifiers:

- Staff and officers of local or state Home Builder Associations (HBAs).
- Individuals who provide, or work for organizations that provide inspection/verification/ certification services based on the ICC-700 National Green Building Standard® (NGBS) outside of Home Innovation's NGBS Green certification program services.

In addition, once accredited, Field Reps and Verifiers are **ineligible** to provide verification services for a specific project if he/she is:

- Involved in the physical construction and/or has a financial interest in the project seeking certification.
- Supplies materials and/or installed products or systems in the project seeking certification.
- Employed as a sales agent for the project seeking certification.
- An immediate family member of anyone materially, financially, or otherwise substantively tied to the project seeking certification.

This list is not exhaustive; rather it represents what Home Innovation believes to be the most common potential conflicts of interest that may arise. If you have any doubt as to whether a pre-existing relationship with or connection to a key member of the client team will violate the spirit of these rules, contact Home Innovation before commencing any verification services. If found in violation of any of these stated conflicts of interest, or the spirit of these rules, you may jeopardize the project's ability to earn NGBS Green certification and you may lose your accreditation.

SUMMARY OF ACCREDITATIONS

ACCREDITATION	OVERVIEW	ACCREDITATION USE & CAPABILITIES	REQUIREMENTS	COST	RENEWAL
Green PRO	Professional with advanced knowledge of the NGBS and NGBS Green Certification **NOT A PATHWAY TO BECOME A FIELD REP OR VERIFIER**	 Demonstrates sustainable building expertise Designates a green professional 	Complete online training and exam	 \$450 – covers training and testing Student discount available 	None required – designation is evergreen
Field Rep	Authorized to work under an NGBS Green Master Verifier to provide verification services; offers the ability to build or expand upon inspection services while working under the supervision of an experienced professional	 Can verify NGBS compliance under supervision of NGBS Green Master Verifier Can perform testing when individual also holds qualifications listed in the EE Testing Policy 	Minimum 1 year experience with residential testing or inspection OR relevant construction training or degree Be accredited for at least 6 months and in good standing with one of the following: RESNET HERS Rater; RESNET HERS RFI; BPI Building Analyst; MFBA; ICC Residential Energy inspector; or ICC Residential Plans Examiner Microsoft Office skills	\$150 – covers training, testing, and 1 year of accreditation	\$150 annual accreditation renewal required When a new NGBS version is released, must review key changes and pass comprehension quiz
Verifier	Authorized to serve as independent, in-field representative of NGBS Green program; guides clients (builders, developers, architects) through the certification process and perform verification for building compliance	Can provide full range of verification services for all NGBS compliance paths	Options: (1) minimum 1 year working as a Field Rep; (2) successful completion of approved in-house Verifier mentoring and training; OR (3) meet the listed minimum requirements (below) • Minimum 1 year experience with at least one of the following: construction experience (either jobsite or management); superintendent or equivalent residential jobsite experience; licensed or qualified home inspector; residential design or architectural work; green building verification for another green certification program; construction consulting, training, or inspection services • Microsoft Office skills	\$500 – covers training, testing, and 1 year of accreditation	\$250 annual accreditation renewal required When a new NGBS version is released, must complete new training and pass test with 80% correct

ACCREDITATION	OVERVIEW	ACCREDITATION USE & CAPABILITIES	REQUIREMENTS	COST	RENEWAL
Master Verifier	Verifier who has achieved exclusive, top-tier accreditation based on significant green building knowledge and applied experience verifying NGBS Green compliance	Can access specialized certification process benefits, including ability to work with NGBS Green Field Reps, batch submission of multifamily buildings, broad use of the NGBS Green Alternative Multifamily Verification Protocol Serves as trainers/mentors on the NGBS Can access specialized marketing resources	 Minimum requirements: 3 years of continuous accreditation as NGBS Green Verifier Written positive recommendations from 2 building industry professionals OR 1 building professional and 1 Master Verifier No outstanding issues, disputes, or policy/program failings Threshold requirements: Successful verification of 100 single-family homes Successful verification of 25 multifamily projects, totaling 250 units Combination of single-family or multifamily experience, count each single-family home as 0.25 multifamily projects Appeal based on contribution to team verification effort and/or demonstration of expertise beyond verification counts WRI Co-requisite: Complete the WRI Verifier accreditation 	 Stand-Alone Course: \$300 Master Verifier & WRI bundle: \$400 	None required – designation is evergreen.
WRI Verifier	Professional with advanced training in water efficiency, access to the tools necessary to score and verify a building's Water Rating Index (WRI), and ability to verify WaterSense compliance	 Identifies professional with specialized expertise in water efficiency Can verify buildings for WRI and WaterSense certifications 	 Must be an accredited 2020 NGBS Green Verifier Complete online training and exam 	 \$300 – covers training and testing Master Verifier & WRI bundle: \$400 	Not required, unless new NGBS Version includes significant changes to WRI methodology.

INSURANCE COVERAGE

Verification professionals – both Field Reps and Verifiers – must be covered by general liability insurance coverage. Minimum insurance coverage is shown below. "Home Innovation Research Labs" must be listed as additional insured and certificate holder on the general and automobile coverage.

General Liability	\$1,000,000
Automobile Liability	\$500,000
Workers Compensation	As required by state law
Employer's Liability (typically part of Workers Compensation)	\$500,000
Professional Liability	\$500,000

Field Reps have two options to meet this requirement:

- 1. Field Reps hold their own insurance policy meeting the Home Innovation requirements; or
- 2. Field Reps work under the Verifier's insurance as a covered party.

Home Innovation does not require Field Reps to submit their proof of insurance compliance, but Field Reps and Master Verifiers who sub to Field Reps are subject to random audits to demonstrate compliance. Failure to demonstrate insurance coverage may result in termination of Verifier and/or the Field Rep accreditation.

Verifiers are required to submit evidence of their insurance coverage to Home Innovation on an annual basis. Failure to demonstrate insurance coverage may result in termination of verifier accreditation.

There are no additional insurance requirements for Master and WRI Verifier accreditation.

No insurance coverage is required for NGBS Green PRO.

AXIS ACCOUNT

The NGBS Green certification program is powered by the AXIS online portal.

Field Reps and Verifiers are required to maintain an AXIS account for submitting agreements, insurance, and project information.

Accounts should be set up when submitting an initial application for consideration. Account creation at this stage streamlines onboarding into the NGBS Green program.

NGBS GREEN PRO

A. Overview

The NGBS Green PRO designation identifies industry professionals with advanced understanding of the *ICC-700 National Green Building Standard* (NGBS) and the NGBS Green Certification program. This professional designation validates expertise in green design, construction, and building certification.

NGBS Green PRO is NOT a pathway to becoming a Field Rep or NGBS Green Verifier.

B. Prerequisites

None.

C. Accreditation Use & Capabilities

The NGBS Green PRO designation recognizes a professional with expertise in sustainable buildings and general knowledge of the NGBS Green program.

NGBS Green PROs are **NOT** authorized to provide verification services for NGBS Green Certification.

D. Training/Accreditation Fees

There is a one-time cost of \$450 for training and testing. The training can be purchased and assessed directly from the <u>Digital Chalk</u> platform.

Students can use the following code to lower the training fee to \$100: NGBSStudentEDU. Register using your ".edu" email address.

E. Accreditation Process

To earn the NGBS Green PRO designation, an individual must complete four online training modules and achieve a passing grade on each module's comprehension quiz.

F. Renewal

The NGBS Green PRO designation is evergreen. No renewal required.

NGBS GREEN FIELD REP

A. Overview

NGBS Green Field Reps serve as independent, in-field representatives of Home Innovation's NGBS Green Certification program. Field Reps work under accredited NGBS Green Master Verifiers and provide infield verification for projects seeking certification.

Accreditation as an NGBS Green Field Rep offers a pathway to become an accredited NGBS Green Verifier following 12 months of accreditation and demonstrated proficiency inspecting projects seeking certification.

There are several reasons why someone may choose to pursue Field Rep training over another HI professional designation.

 Field Rep candidate may have expertise in energy performance of residential buildings but may not have the comprehensive green training required to meet the Verifier prerequisites.

- Field Rep candidate may specialize in on-site inspections and work with other team members for other verification services and client support.
- Field Rep candidates may not be sure of the demand locally for NGBS Green verification services and therefore may not be ready to commit to full Verifier accreditation.
- Field Rep candidate may be unfamiliar with the opportunities to garner clients for the types of NGBS projects in their area and prefer to work with an outside Verifier company for business development and retention.

B. Prerequisites

- 1. Microsoft Office Skills
- 2. Meet item a or item b:
 - a. Minimum of one year experience with testing or inspecting AND one of the following accreditations for at least 6 months and be in good standing with the program:
 - RESNET HERS Rater or Rating Field Inspector (RFI)
 - BPI Building Analyst
 - Multifamily Building Analyst (MFBA)
 - ICC Residential Energy Inspector/Plans Examiner
 - b. Relevant construction training or degree (e.g., construction technology; construction management)

C. Accreditation Use & Capabilities

Field Reps can verify NGBS practices under the supervision of an NGBS Green Master Verifier. A Field Rep may be an employee in the same company as the NGBS Green Master Verifier that they are working under, or they may work as a subcontractor under a written agreement with an accredited NGBS Green Master Verifier.

Field Reps may not register a project for certification or submit Verification Reports. Under the direct oversight of an NGBS Green Master Verifier, a Field Rep may help with scoring a project seeking NGBS Green Certification, assist with the collection of documentation for any NGBS practice, provide other consulting services for which they are professionally trained and competent to provide. If a Field Rep provides any additional services, such as energy modeling or testing, the Verifier of Record should note these in the Team Verification box of the Summary Pages.

Field Reps provide value to Verifiers because they can assist with verifying practices that may require multiple in-field inspections, particularly for multifamily buildings. While the Verifier will generally interact more closely with the project's architect, construction manager, and builder or developer, the Field Reps may be the ones to ensure all behind-the-wall NGBS energy practices are compliant before the drywall is installed.

Field Reps are provided with the same resources as Verifiers and must follow the instructions in the NGBS Green *Verifier's Resource Guide* (VRG) to confirm compliance and award points toward certification.

The Verifier may require photo documentation from the Field Rep to QA their work in the field. Home Innovation reserves the right to require photo or other documentation in the future to QA the Field Rep's inspection quality.

D. Training/Accreditation Fees

Field Rep training and testing is \$150. The fee covers: (1) access to training; (2) two attempts at the accreditation exam; and (3) one year of accreditation. All accreditation steps must be completed within 90 days of purchase. Fees are non-refundable.

E. Accreditation Process

Individuals must successfully complete online training, achieve a passing grade of at least 80% on accreditation exam and create an AXIS profile.

F. Checklist: Field Rep Accreditation Process ☐ STEP 1: Prerequisite Review (see Section B above) ☐ STEP 2: Submit Resume & Cover Letter Submit a resume and cover letter to VerifierRegistration@HomeInnovation.com. The letter should explain in detail how you meet the prerequisite qualifications from Section B above. Applications that do not explain how the prerequisites are met will be rejected. ☐ STEP 3: Register for an AXIS User Account Register for an NGBS Green online portal account here. Every Field Rep needs an account. ☐ STEP 4: Pay Training/Accreditation Fee After reviewing and accepting the resume/cover letter, Home Innovation will grant access to the online training platform, where you can pay the training fee and access the training course. ☐ STEP 5: Review Training Materials ☐ Purchase/download the <u>2015 NGBS</u> ☐ Purchase/download the <u>2020 NGBS</u> ☐ Download the 2020 NGBS Green Scoring Tools ☐ STEP 6: Complete Training Modules & Exam Field Rep candidates must complete all training elements, including training modules, exam, and scoring tool assignment. A passing grade of 80% or higher is required on the exam. Your training fee allows you two exam attempts. After failing twice, a candidate must re-pay the training fee.

G. Advancement to NGBS Green Verifier

A Field Rep may apply to pursue NGBS Green Verifier accreditation without otherwise meeting the Verifier prerequisites once the following conditions are met:

- Minimum 12 months of accreditation
- Successful inspection of 10 homes and/or 1 or more multifamily buildings comprising at least multifamily 50 units

Inspection experience will be confirmed through: (1) written recommendation letter(s) from Verifiers that the Field Rep has worked with; and (2) review of details on Verification Report Summary pages.

H. Renewal

Accreditation must be renewed annually.

With each new release of the NGBS standard, Field Reps will be required to review key updates and complete a short comprehension quiz on the changes.

NGBS GREEN VERIFIER

A. Overview

NGBS Green Verifiers serve as independent, in-field representatives of Home Innovation's NGBS Green Certification program. Verifiers work with builder/developer/remodeler/architect clients to guide them through the certification process and perform rough and final inspections of the projects seeking certification.

Accreditation offers an opportunity to provide NGBS Green verification services.

Verifier accreditation is earned by individuals; it does not extend company wide. However, if an individual intends to provide verification services as an employee of an organization of which they are not the sole owner, an officer of that company must provide consent by signing the Verifier Agreement.

B. Prerequisites

Home Innovation offers three pathways for a professional to earn the NGBS Green Verifier accreditation.

1. Work Experience as an NGBS Green Field Rep

Field Reps can apply for the Verifier training without meeting the prerequisites below if they have been accredited as a Field Rep for at least 1 year, in good standing with Home Innovation, and have successfully inspected 10 homes and/or 4 multifamily projects.

2. In-Field Training Under an Approved Verifier Mentoring Program

A Verifier candidate who completes training under an approved Verifier Mentoring Program, as described in VRG Policy 3.7.

3. Meet Verifier Prerequisites

Verifier candidates may submit an application that demonstrates that they have relevant job skills and professional experience.

- Microsoft Office skills
- Minimum 1-year experience in at least one of the following:
 - o Construction experience either on the jobsite or in management
 - o Superintendent or equivalent residential jobsite supervision
 - o Licensed or qualified home inspector
 - o Residential design or architectural work
 - o Residential land development management
 - o Green building verification for another green certification program
 - o Construction consulting, training, or inspection services

Candidates must meet the Verifier prerequisites to be approved to access the training.

Verifier training does not cover basic construction and green building principles. Verifiers are expected to have a minimum proficiency in those areas prior to entering training.

NGBS Green Certification is comprehensive; it is not merely an energy efficiency certification. Therefore, experience only as a HERS or ENERGY STAR Rater is insufficient. Expertise in resource efficiency, site development, indoor environmental quality, and water efficiency is necessary.

If you believe you have the required expertise, but it is not apparent in your resume, please clearly state how you meet the prerequisites in your cover letter.

C. Accreditation Use & Capabilities

Accredited Verifiers perform the following key functions:

- Execute a verification service agreement with the builder/developer/remodeler/architect that
 defines verification fees, number of meetings, number of inspections, and any expected
 performance tests.
- Review project scoring with builder/developer/remodeler/architect to understand what certification level is being sought and confirm the scoring is accurate.
- Determine with the builder if an initial review of the supporting documentation is required before the pre-drywall site inspection; if needed, complete review and record results.
- Conduct pre-drywall site inspection(s), document the results along with any performance tests (i.e., duct leakage test results) completed, and submit for Home Innovation review and approval.
- Conduct final inspection and document results (documentation review, first and final site inspections) along with relevant comment and photos and submit to Home Innovation for review and approval.

D. Verifier Agreement

Candidates must complete a formal agreement with Home Innovation. If the candidate is not an individual proprietor, the agreement must be signed by an officer of their company. The agreement covers: Scope of Services; Terms of Agreement; Fees, Expenses & Payment; Property Rights and Confidentiality; Marketing Requirements; Warranties; Indemnification & Insurance; Limitations of Liability; etc.

A sample verifier agreement is available in Appendix B.

E. Training/Accreditation Fees

The training fee is \$500 per training and must be paid online before a candidate can access the training materials. The fee covers: (1) access to online training resources and self-paced educational modules; (2) two attempts at the accreditation exams; and (3) one year of accreditation. Training and exam must be completed within 90 days of course purchase; otherwise, the fee must be repaid. Fees are non-refundable.

F. Accreditation Process

Application

Verifier training covers the NGBS practices, certification process, and Verifier responsibilities. Candidates are expected to demonstrate a firm understanding of those concepts, as well as technical understanding of green building practices. The training does not cover basic green building information.

Training topics:

- Certification process and Verifier responsibilities
- Technical understanding of green building practices
- Technical understanding & interpretation of NGBS practices

Submit the following to verifierregistration@homeinnovation.com.

- 1. Resume
- 2. Cover letter that describes how the candidate's experience meets the Verifier prerequisites. The letter should attest to the candidate's experience in each of the following areas:
 - a. Land Use
 - b. Resource Efficiency
 - c. Energy Efficiency
 - d. Water Conservation
 - e. Indoor Environmental Quality

If accepted, candidates are granted access to the online Verifier Training platform.

AXIS Registration

Every Verifier needs an AXIS account. Register here.

Training

Training resources are self-paced and available 24/7. Log-in information will be emailed to candidates from <u>Digital Chalk</u> upon approval.

Steps for accessing training resources:

- 1. Visit the online Verifier Training Center at NGBSgreenpro.homeinnovation.com and enter login credentials.
- 2. From the catalog menu, select the 2015/2020 NGBS Verifier Training by clicking "Add to Cart."
- 3. Click on the cart icon (top-right of screen, next to your name) to view and then click "Continue" to check out and provide credit card information.

Once purchased, the course will be visible in the "Dashboard" screen with each login.

Work through the training elements sequentially. The next module in the training is not available until you have completed the prior element.

Accreditation Exam

The NGBS Green Verifier accreditation exam is administered on the online Verifier Training platform. The exam is only available after all the training modules have been completed.

The exam is an open book test. NGBS Green Verifiers will have access to program resources when they are performing inspections. It is more important for Verifier candidates to demonstrate they know where to find and interpret information in a timely manner than to memorize NGBS requirements. For that reason, Home Innovation allows use of study materials, including: the NGBS; NGBS Commentary; and Verifier Resource Guide (VRG for Training) during the exam.

You can complete the questions out-of-order, and you will have an opportunity to review your work at the end.

Submit the test before the time runs out or the test will not be graded.

A passing grade of at least 80% is required. If you fail twice, you will be prompted to re-purchase the training. Failure to complete the exam within 90 days of payment will require a candidate to re-purchase the training and re-start the course.

Home Innovation does not provide specific information on which questions candidates answer incorrectly, and staff cannot provide one-on-one guidance. If there is something specific that stumps you, please <u>contact us</u>.

Scoring Tool Exercise

For the final step of the training course, candidates must score a fictional building, complete the verification report, and submit to Verification@homeinnovation.com. The Verification Report should not have any red or yellow cells or missing information. Download the latest version of the NGBS Green Scoring Tool for New Construction (either Single-Family or Multifamily version) at homeinnovation.com/greenscoring.

Verifier Profile/Agreement

Verifiers must complete their AXIS profile with information about their company and services offered. Verifiers must also sign and submit a completed Verifier Agreement and upload their proof of insurance on the AXIS platform.

Print Accreditation Certificate

After all training and accreditation steps have been completed, a certificate of accreditation is available on AXIS.

G. Checklist: Verifier Accreditation Process ☐ STEP 1: Prerequisite Review (see Section B above) ☐ STEP 2: Submit Resume & Cover Letter Submit a resume and cover letter to VerifierRegistration@HomeInnovation.com The letter should explain in detail how you meet the qualifications from Section B above. Applications that do not explain how the prerequisites are met will be rejected. ☐ STEP 3: Register for an AXIS User Account Register for an NGBS Green online portal account here. Every Verifier needs an account. Create an AXIS profile and submit the following items: NGBS Green Verifier Agreement • Evidence of Required Insurance ☐ STEP 4: Pay Training/Accreditation Fee Once accepted, Home Innovation will provide access to the training website where you will purchase the training. Verifier accreditation is NGBS version-specific and must be renewed annually. Currently, there is one mandatory course that addresses both 2015 NGBS and 2020 NGBS. The training costs \$500. This fee covers training, exam, and one year of accreditation. Verifiers must pay an annual accreditation renewal fee. When a new NGBS version is released, Verifiers must retrain and re-test. ☐ STEP 5: Review Training Materials ☐ Purchase/download the <u>2015 NGBS</u>

☐ Purchase/download the <u>2020 NGBS</u>

Download the <u>2020 NGBS Green Scoring Tools</u>

☐ STEP 6: Complete Training Modules & Exam

The Verifier training modules and exam are available on <u>Digital Chalk</u>.

A passing grade of 80% or higher is required on the exam. The training fee allows two exam attempts. After failing twice, a candidate must re-pay the training fee.

H. Renewal

NGBS Green Verifier accreditation is tied to specific NGBS versions. Verifiers must be accredited to the relevant NGBS version before conducting a verification inspection for that version.

Transition timing is posted in the monthly Verifier Update newsletter when a new NGBS version is released. Verifiers must update their accreditation for the next NGBS version in a timely manner or will be removed from the "Find a Verifier" listing.

NGBS GREEN MASTER VERIFIER

A. Overview

The NGBS Green Master Verifier accreditation is designed exclusively for accredited Verifiers with significant green building knowledge and applied experience in verification for NGBS Green compliance. This designation is designed to recognize and distinguish existing Verifiers who have demonstrated experience and have participated in advanced training.

B. Prerequisites

General Requirements (meet ALL the following):

- 3 years of continuous accreditation as an NGBS Green Verifier
- Written positive recommendation by 2 building industry professionals OR one building professional and one Master Verifier
- Average verifier performance grade of A or B
- No outstanding issues, disputes, or policy/program failings

Threshold Requirements:

Meet ONE of the following. Experienced verifiers may appeal threshold requirements with evidence of contribution toward team verification.

- Successful verification of 100 single-family homes
- Successful verification of 25 multifamily projects, totaling at least 250 units
- Combination of single-family and multifamily experience, count each single-family home as
 0.25 multifamily projects

WRI Verifier Co-Requisite:

Master Verifiers are expected to be well-versed in all aspects of NGBS Green certification. Master Verifiers are required to hold the WRI Verifier accreditation. Master Verifier candidates do not need to have completed the WRI course prior to applying to become a Master Verifier. WRI Verifier training can be completed concurrently with the Master Verifier course.

C. Accreditation Use & Capabilities

Verifiers who attain the Master Verifier accreditation are granted specialized verification and process privileges that are designed to further streamline the NGBS Green verification process.

Specifically, NGBS Green Master Verifiers are authorized to: (1) **Broadly use the Alternative Multifamily Verification Protocol**; and (2) **Batch-submit multifamily buildings**.

D. Training/Accreditation Fees

There is a one-time cost of \$300 for the training and testing. The training can be purchased and accessed directly from the Digital Chalk platform.

Eligible Verifiers can purchase the Master Verifier and WRI Verifier training courses together for a discounted price of \$400.

Verifier companies with three or more professionals who qualify for Master Verifier training can access a 20% discount off each training fee. Contact us to confirm eligibility and receive discount code.

E. Accreditation Process

Once a Verifier has met the qualifications, they may apply to become a Master Verifier using the application posted on <u>Verifier Central</u>. A sample application is included in <u>Appendix C</u>.

After acceptance of the submitted application, candidates are directed to submit payment via <u>Digital Chalk</u>.

Candidates then have 90 days to complete the NGBS Green Master Verifier training and exam.

Training modules require approximately four hours to complete.

The accreditation exam is designed to assess the Verifier's understanding of Home Innovation's policies and procedures for sampling, batch submission, land development, remodeling, and a general higher level of proficiency on compliance and verification protocols. A passing grade of 80% or higher is required. Two attempts are available with purchase of training.

F. Renewal

Once accredited as a Master Verifier, an individual will retain their designation as long as they keep their accreditation current. This is done by submitting the annual accreditation fee and updated insurance information and remaining free of issues, disputes, and/or policy/program failings. Master Verifiers should consistently achieve a B or higher on biannual grades. Master Verifiers may be required to complete additional training via webinars should new policies or procedures be developed; however, additional testing will not be necessary to retain the Master Verifier accreditation.

In addition, NGBS Green Master Verifiers must complete a minimum of 8 hours of green building education annually. Home Innovation encourages a wide range of training and education and is flexible and accommodating as to the type of continuing education that is acceptable. Acceptable courses include any training on high performance building science, sustainable land development practices, green building rating systems, and indoor environmental quality. Evidence of continuing education fulfillment must be uploaded via the Training tab of AXIS before the end of each calendar year. Verifiers who are unable to demonstrate that they meet the continuing education requirements will not be allowed to retain their Master Verifier accreditation.

NGBS GREEN WRI VERIFIER

A. Overview

Home Innovation offers a water efficiency verification accreditation – *WRI Verifier*. Completion of the WRI Verifier training earns two specialized credentials: (1) WRI Verifier; and (2) WaterSense Home Verifier.

B. Prerequisites

2020 NGBS Green Verifier accreditation.

C. Accreditation Use & Capabilities

NGBS Green WRI Verifiers are eligible to support builders and developers in seeking certified WRI scores and WaterSense certification for their buildings.

D. Training/Accreditation Fees

There is a one-time cost of \$300 for the training and testing. The training can be purchased and accessed directly from the Digital Chalk platform.

Eligible Verifiers can purchase the Master Verifier and WRI Verifier training courses together for a discounted price of \$400.

E. Accreditation Process

There is no application for NGBS Green WRI Verifier accreditation.

The 2020 NGBS Green Verifier training is a prerequisite for WRI Verifier training. The NGBS Green WRI Verifier training is automatically visible within the <u>Digital Chalk</u> catalog once the 2020 NGBS training has been completed.

WRI Verifier candidates must successfully complete the following components to become accredited:

- Online training (requires approximately 2.5 hours to complete)
- Offline practical training exercise to demonstrate understanding of training concepts and ability to apply the WRI verification protocols and WRI calculator tool
- Two short comprehension exams

A passing grade of 80% or higher is required on each exam. Two attempts are available with purchase of training.

A maximum of 90 days is available to complete all training components. After 90 days, the verifier candidate will be directed to re-purchase the training if he/she wishes to continue training.

F. Renewal

Once accredited as a WRI Verifier, an individual will retain their credential if they score a project to the WRI every 3 years. This can be demonstrated through the submission of completed WRI calculators for certification purposes (preferred) or the submission of "sample" calculators at time of annual renewal. The sample calculators should be completed with an actual home in mind, such as the Verifier's personal residence or a client project.

Additional training may be required with the release of a new NGBS version or updates to the WaterSense Specification.

APPENDIX A: NGBS GREEN VERIFIER STUDY GUIDE

NGBS GREEN VERIFIER STUDY GUIDE



JANUARY 2023

FOR SUCCESS, READ BEFORE STARTING

Candidates occasionally have difficulty passing the Verifier accreditation test, particularly the scenarios questions. Some believe the test questions are intentionally tricky. This is not the intent. The test scenarios reflect realistic scenarios that you will face as a Verifier. While Home Innovation is here to support NGBS Green Verifiers and provide technical assistance as necessary, we rely on Verifiers to correctly award certification points for buildings seeking NGBS Green certification. Verifiers are accorded substantial discretion in the verification process, and thus the goal of the test is to assess if a candidate understands the overarching verification guidelines and can correctly assess on-site circumstances that don't neatly fit NGBS practices.

The Verifier test is open book. You should have plenty of time to answer the questions and refer to the relevant resources. Use all the resources at your disposal. Make sure you complete and **submit** the test upon completion and before the time runs out.

STUDY TIPS

- 1. What is the INTENT of the practice? Is the INTENT met? Then the Verifier should award the points.
- 2. NGBS Chapter 2 provides definitions of key terms. Refer to it as necessary. Do not assume that you know how a term is defined. It may be defined differently in the NGBS than other regulations or codes.
- 3. The NGBS is not intended to abridge safety, health, or environmental regulations contained in other applicable laws, codes, or ordinances. Nor does the NGBS exempt buildings from the NGBS baseline. Each version of the NGBS sets a baseline. For the 2015 NGBS, it is the 2015 IBC, 2015 IRC, and 2015 IECC. For the 2020 NGBS, it is the 2018 IBC, 2018 IRC, and 2018 IECC. If a project seeking NGBS Green certification is in a jurisdiction that mandates a less stringent code, that does not exempt the building from meeting the NGBS Green baseline.
- 4. Sometimes if an NGBS practice is required by code, the building may not be eligible for points. READ THE PRACTICE CAREFULLY.
- 5. Points are only awarded for practices that have been successfully completed and the Verifier can verify. No exceptions. Practice not complete? Award zero points.
- 6. If the builder needs points toward certification, but the practice is not complete, or the builder has not compiled the documentation, you will have to come back and re-inspect to award those points. The cost to re-inspect a home is at the Verifier's discretion.

- 7. If the builder claims points for practices that are not complete, but the building doesn't need the points for certification, complete the inspection and submit the report for processing. No reason to hold up the process.
- 8. We prefer final inspection reports to be submitted to Home Innovation within 30 days of the final inspection date. Secure payment for your verification services from the client accordingly.
- 9. If a verification report has not been received before 90 days, the building must be re-inspected before certification can be issued.
- B. Verifier Study Aid: Typical NGBS Exam Questions

If you fail the Verifier Test in your first attempt typically this is due to lack of attention to detail in the way the question or answers are worded, or not selecting the most appropriate answer when two are similar. Before taking the test, be sure you are very familiar with the specific NGBS version that you are being tested on (including the definitions in Chapter 2), the *Verifier Resource Guide* (VRG), and the NGBS Green Scoring Tools. You should also be sure to review the training modules completely and score a "sample" home using the NGBS Green Scoring Tool. The test is open book, so no one is required to memorize any of the resources noted; however, you must be familiar with the contents to pass the test.

The following example questions should be helpful to prepare for the test.

EXAMPLE 1: You arrive at a home to do the final inspection and notice that the landscaping is not yet completed. The builder tells you that the home buyer is not moving in for six weeks. They anticipate completing the landscaping work done before then, but the builder wants you to do the final inspection anyway so he can have the certificate for closing in two weeks. The builder says he has enough points for Silver certification without any landscape points. You have worked with this builder several times and know that he will have the landscaping completed when the homeowner moves in. What should you do?

- A. Do the inspection, and, if there are enough points for Silver, submit the report immediately.
- B. Do the inspection now and come back as soon as the landscaping is in to finalize and submit the report.
- C. Do the inspection and award the points for the landscaping, because you trust the builder to complete the work as promised and submit the report
- D. Do the inspection, submit the report, and request a preliminary certificate until you have verified the landscaping has been completed.
- E. Tell the builder that you cannot do a final inspection until everything for the home has been completed and that you will come back when he tells you it is done.

The correct answer is A. If the mandatory practices have been met and additional points are not needed for the desired certification level, the inspection should be completed and submitted. There is no reason to delay. The certificate does not indicate the number of points achieved, only certification level achieved. Answer C is incorrect as you should never award points based on what a builder says they will

do in the future. Answers B and D are incorrect as there is no need for the extra work and cost involved for a preliminary certificate or a second inspection since the home already meets the certification level. Answer E is incorrect because there is no requirement that a home be 100% complete before you can do the final inspection; only items requiring verification must be complete. This is an example where the correct answer depends on doing the most practical thing within the guidance provided by the VRG.

EXAMPLE 2: Which of the following is **NOT** correct?

- A. The NGBS is an ANSI approved consensus standard.
- B. Verifiers are required to maintain both general liability and professional liability insurance.
- C. Multiple accredited Verifiers can work collaboratively on a project.
- D. Verifier set their own fees for their verification services.
- E. Verifiers are expected to submit a verification report the next business day after conducting the inspection.

The correct answer is C. The question asks which of the options is NOT accurate. This type of question is often missed because the question is not read carefully. If you see two or three answers that seem to be accurate, that is a clue that the question may be asking for what is not appropriate rather than what is.

EXAMPLE 3: You are doing the final verification on a 3-bedroom, 2-bathroom house. All the toilets in the house are the same, and the builder is claiming 17 points for them. The only information that you have on the toilets is the manufacturer's literature that simply shows the toilets are 1.2 gallons per flush per ASME 112.19.2. How many points do you award?

- A. 0 points
- B. 4 points
- C. 6 points
- D. 11 points
- E. 17 points

The correct answer is A. The practice requires that the toilets not only meet the maximum flush volume of 1.28 gpf per ANSI112.19.2, but that they also meet the EPA WaterSense requirements. Since the manufacturer's literature does not mention WaterSense, the safest assumption is that the toilets do not comply, and points should not be awarded. A common shortcoming when completing the verification inspection is when the verifier focuses only on part of the practice requirement and not the entire requirement. If, however, both toilets in this example had also been documented as WaterSense, then the correct number of points would be 13 (11 points for 801.5(3) and 2 points for 801.5(4)) [which was not a choice provided for this scenario].

APPENDIX B: VERIFIER AGREEMENT (SAMPLE)



NGBS GREEN VERIFIER AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Home Innovation Research Labs, Inc. ("the Company"), a Maryland corporation with an office at 400 Prince George's Boulevard, Upper Marlboro, MD 20774, and

☐ An Individual ("Verifier")	
(INDIVIDUAL'S NAME), Conducting business at (ADDRESS)	_
	_
AND, IF APPLICABLE □ A COMPANY	
(SPONSOR COMPANY'S NAME)	_
OFFICER OF THE SPONSOR COMPANY'S NAME	

WHEREAS, Verifier represents that s/he understands the criteria of the NGBS Green certification program ("NGBS Green") and is knowledgeable, or will become knowledgeable, of the *National Green Building Standard™*, and other criteria the Company may adopt for NGBS Green; and that Verifier has the knowledge, expertise, and capability to inspect completed and partially-constructed buildings and land developments to recognize the use and incorporation of various green practices, features, processes, and criteria of NGBS Green; and

WHEREAS, Verifier is ready, willing, and able to provide services to clients participating in NGBS Green on the terms and conditions set forth herein; and

WHEREAS, Home Innovation Research Labs provides national administration of NGBS Green; and

WHEREAS, Home Innovation Research Labs, in reliance on Verifier's representations, is willing to accredit Verifier pursuant to this Agreement to provide verification services to clients seeking to have projects certified under NGBS Green; and

WHEREAS, Verifier is willing to act as an independent contractor, and not as an employee, on the terms and conditions set forth herein;

NOW THEREFORE, the parties agree:

1. Scope of Services

- 1.1 Verifier agrees that s/he will contract for verification services of specific projects directly with the client, and that the fees for verification services will be determined between Verifier and the client and will be paid by the client. Verifier further agrees that fees paid for verification services will not exceed a reasonable fee for such services in the project's locality, and that the payment or amount of the fee will not be dependent on the results of Verifier's inspection.
- 1.2 Verifier and the Sponsor, if applicable, agree that only individuals accredited by the Company shall conduct verification inspections/reviews pursuant to this Agreement. Verifier accreditation must be renewed annually. Verifier and the Sponsor, if applicable, shall immediately notify the Company if Verifier is no longer employed by the Sponsor identified in this Agreement, or if Verifier otherwise becomes unable to act as an accredited NGBS Green Verifier pursuant to this Agreement. The Sponsor shall immediately notify Verifier in writing that s/he is no longer authorized to act as an NGBS Green Verifier and shall confirm to the Company that notification has been given.
- 1.3 Verifier agrees to maintain internet access.
- 1.4 Verifier agrees to arrange a mutually-agreeable schedule of inspections with the client. Verifier agrees to promptly respond to client's scheduling request.
- 1.5 Verifier agrees to adhere to the NGBS Green verification protocol established by the Company.
- 1.6 Verifier agrees to complete the verification report for each building seeking NGBS Green certification and/or WRI, as applicable. Verifier agrees to inspect each project, to review relevant documentation, and to award points toward certification as prescribed in the current *Verifier's Resource Guide* in an unbiased manner and in accordance with the applicable guidelines and criteria. Verifier agrees to report the results of the verification inspections and reviews in accordance with NGBS Green protocol. Verifier agrees to keep records per NGBS Green protocol for a minimum of three (3) years.
- 1.7 Verifier agrees that work shall be performed in a professional manner exercising the level of skill and care ordinarily exercised in similar circumstances by reputable professionals performing comparable services in the same geographic area and commensurate with the requirements and scope of the work to be performed.

- 1.8 Verifier understands that verification services are on an "as needed" basis and are not a guarantee of any specific amount of work. Verifier understands that this is not an exclusive arrangement and that the Company will approve other Verifiers for work in the same geographic area.
- 1.9 Verifier understands that to continue as an NGBS Green Verifier requires continuing education, as approved by the Company, of at least four (4) hours per year.
- 1.10 Verifier understands that, to continue as an NGBS Green Verifier, Verifier must properly complete and submit all verification reports along with the required supporting documentation in a timely manner according to the process specified by the Company. Verifier agrees to promptly respond to any follow-up inquiries from the Company regarding verification reports.
- 1.11 Verifier acknowledges and agrees that the Company or its representative may make periodic unannounced reviews of Verifier's verification work as a quality assurance measure. Verifier agrees to promptly address any deficiencies identified during any such review to maintain Verifier accreditation.
- 1.12 Verifier shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its verification services.
- 1.13 Verifier understands that verification reports will be graded for completeness and accuracy and that renewal of Verifier accreditation is dependent upon satisfactory performance. Company may require remedial work and/or suspend Verifier accreditation if Verifier demonstrates poor performance.

2. Term of Agreement

- 2.1 The Agreement shall commence on the date that it is fully executed, unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of the Agreement, and shall continue for four (4) years. The Agreement may be extended or renewed by mutual agreement.
- 2.2 The Agreement may be terminated by either party for any reason upon thirty (30) days written notice. Such reasons include without limitation the lack of any submitted verification reports for a two-year period.
- 2.3. The Company, in its sole discretion, may put Verifier on probation, upon written notice to Verifier, if Verifier's performance does not meet reasonable expectations of the Company or NGBS Green clients. Upon notice, Verifier may be asked to complete additional technical training or continuing education, may be subject to more frequent audits of Verifier's work, and will not be able to qualify for more advanced accreditation until the performance issues are resolved to the Company's satisfaction, which shall not be unreasonably withheld.
- 2.4 Further, the Company, in its sole discretion, may immediately suspend or terminate this Agreement, upon

- written notice to Verifier, in the event of a conflict of interest by Verifier, a breach of this Agreement by Verifier, or the receipt of information about Verifier that leads the Company to lose confidence in Verifier's credibility, judgment, or the reliability of Verifier's verification reports. Upon such notice, individual Verifiers are no longer authorized to conduct inspections, submit reports, access Verifier resources, use Home Innovation Research Labs Marks, or exercise any other rights under this Agreement.
- 2.5. All materials, information, data, records, or other property of any kind or nature, tangible or intangible, furnished to Verifier by the Company, the client, or developed by Verifier on behalf of the Company or the client, are and shall remain the sole and exclusive confidential property of the Company or the client, respectively. Upon termination of the Agreement, Verifier shall promptly return to the Company all copies of any of the Company's data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the Company. Verifier shall also furnish to the Company all work in progress, or portions thereof, on behalf of NGBS Green. Verifier shall handle the client's proprietary materials in accordance with Verifier's agreement with the client.

3. Fees, Expenses, and Payment

- 3.1 As mentioned in 1.1, fees to compensate Verifier for verification services for each project shall be agreed upon and contracted between Verifier and the client. Invoicing and payment are to be handled strictly between Verifier and the client and paid by the client.
- 3.2 Reimbursement for out-of-pocket expenses is also to be agreed upon between Verifier and the client and paid by the client.
- 3.3 Fees may be charged by the Company to Verifier for the initial training and for required continuing professional development training. The fees charged will be the current fee at the time the training is provided, and all fees are non-refundable.
- 3.4 The Company will charge an annual fee to Verifier for accreditation and online listing, or continuing to be accredited and listed, as an NGBS Green Verifier. This fee will be the then-current fee as charged by the Company, and all fees are non-refundable.

4. Property Rights and Confidentiality

4.1 Verifier and Sponsor, if applicable, agree that all data, reports, and other writings (including electronic writings) by Verifier in connection with NGBS Green shall constitute works made-for-hire and hereby assign all right, title, and interest in and to all such writings to the Company. Verifier and Sponsor, if applicable, shall mark all such writings with the Company's copyright or other proprietary notice as directed by the Company and shall take all reasonable actions deemed necessary by the Company to perfect the Company's rights therein. Verifier agrees to execute any documents of assignment or

registration of copyright requested by the Company with respect to any and all such writings.

- 4.2 All rights, title, and interest in and to any programs, systems, equipment, data, and materials furnished to Verifier by the Company, or made available to Verifier at authorized websites, including but not limited to the *Verifier's Resource Guide*, the form of the verification report, and any training materials, scoring tools, or other documents for which the Company owns the copyright, are and shall remain property of the Company and shall be used exclusively in connection with this Agreement.
- 4.3 Verifier agrees to maintain in confidence all data, reports, and other writings or information produced or acquired from the Company during the course of work under this Agreement, and not to disclose any such writings or information to any third party, or use any such writings or information other than in connection with this Agreement, without the prior written consent of the Company. The restrictions on use in this Section 4.3 shall apply to writings and information available to Verifier at authorized websites, including but not limited to the *Verifier's Resource Guide*, the form of the verification report, and any training materials, scoring tools, or other documents for which the Company owns the copyright.
- 4.4 Verifier agrees to keep in confidence any information gathered from the client during the verification process, including the results of the scoring, unless given explicit permission to do so by the client.
- 4.5 Verifier shall not use or display any logos or marks of the Company or NGBS Green, except as expressly permitted by this Agreement.
- (a) Verifier acknowledges and agrees that the Company has the sole and exclusive right and authority to license others to use the "Home Innovation NGBS Green Verifier" mark and the "Home Innovation NGBS Green Partner" mark, both of which are set forth below (the "Marks"). Verifier further acknowledges and agrees that the Company may change the design, format, or text of the Marks at any time at its sole discretion.



Home Innovation



Home Innovation NGBS GREEN PARTNER™

- (b) The Company hereby grants to Verifier, for the duration of this Agreement only and only while Verifier is in compliance with Verifier's obligations under this Agreement, the non-exclusive right to use the Marks. No other right or license is granted by the Company to Verifier, either express or implied, with respect to any other trademark, trade name, service mark, or other intellectual property right owned, possessed, or licensed by or to the Company.
- (c) Verifier shall comply with any style manual or other guidelines that may be provided to Verifier by the Company concerning use of the Marks. The Marks may be

used for ads, brochures, reports, business cards, stationary, etc., per the Company Brand and Marketing Style Guide for NGBS Green Verifiers.

- (d) Notwithstanding any other provisions in this Agreement, Verifier shall be solely responsible for assuring that Verifier use of the Marks complies with all applicable governmental laws, rules, regulations, and guides.
- (e) All use of the Marks by Verifier shall inure to the sole and exclusive benefit of the Company. Verifier shall not contest the Company's rights in the Marks. This obligation shall survive any termination of this Agreement.
- (f) Verifier shall not use the Marks in any way that is misleading or otherwise misrepresents the status of their accreditation pursuant to this Agreement. Verifier agrees not to use the Marks until Verifier has fully completed the accreditation process.
- (g) Upon the expiration of this Agreement or any earlier termination thereof: (i) all rights granted to Verifier hereunder shall automatically revert to the Company; (ii) Verifier shall discontinue use of any advertising, marketing, promotional, or other material bearing the Marks; and (iii) Verifier shall, in the Company's sole discretion, either deliver to the Company all patterns, proofs, and any other material which reproduce the Marks or give to the Company satisfactory proof of the destruction thereof.
- 4.6 Any breach by Verifier of the restrictions on disclosure or use in this Section shall be deemed a "material breach" of this Agreement within the scope of Section 2.4; may result in immediate termination of this Agreement; and will subject Verifier to all legal and equitable remedies, including damages and injunctive relief, as are available to the Company.

5. WRI/WaterSense Verifier Accreditation

- **5.1** Verifiers who successfully complete the Company's additional accreditation requirements for WRI and Water Sense are authorized to provide verification services for these programs.
- 5.2 Verifier must be accredited with the appropriate WRI/WaterSense credentials to the correct certification version by the Company at the time of each inspection.
- 5.3 The Company hereby grants to Verifier, for the duration of this Agreement only and only while Verifier is in compliance with Verifier's obligations under this Agreement, the non-exclusive right to use the WRI/WaterSense Verifier Accreditation Marks. No other right or license is granted by the Company to Verifier, either express or implied, with respect to any other trademark, trade name, service mark, or other intellectual property right owned, possessed, or licensed by or to the Company.
- (c) Verifier shall comply with any style manual or other guidelines that may be provided to Verifier by the Company concerning use of the WRI/WaterSense Marks. The Marks may be used for ads, brochures, reports, business cards, stationary, etc., per the Company NGBS Green Partner Style Guide for Verifiers.

- (d) Notwithstanding any other provisions in this Agreement, Verifier shall be solely responsible for assuring that Verifier use of the WRI/WaterSense Verifier Accreditation Marks complies with all applicable governmental laws, rules, regulations, and guides.
- (e) All use of the WRI/WaterSense Verifier Accreditation Marks by Verifier shall inure to the sole and exclusive benefit of the Company. Verifier shall not contest the Company's rights in the Marks. This obligation shall survive any termination of this Agreement.
- (f) Verifier shall not use the WRI/WaterSense Verifier Accreditation Marks in any way that is misleading or otherwise misrepresents the status of their accreditation pursuant to this Agreement. Verifier agrees not to use the Marks until Verifier has fully completed the accreditation process.
- (g) Upon the expiration of this Agreement or any earlier termination thereof: (i) all rights granted to Verifier hereunder shall automatically revert to the Company; (ii) Verifier shall discontinue use of any advertising, marketing, promotional, or other material bearing the WRI/WaterSense Verifier Accreditation Marks; and (iii) Verifier shall, in the Company's sole discretion, either deliver to the Company all patterns, proofs, and any other material which reproduce the Marks or give to the Company satisfactory proof of the destruction thereof.







6. Warranties

- 6.1 The Company warrants that it owns all rights, title, and interest in and to any programs, systems, data, or materials furnished to Verifier hereunder.
- 6.2 Verifier warrants that Verifier's performance of the services called for by the Agreement does not and shall not violate any applicable law, rule, or regulation; any contracts with third parties; or any third-party rights in any patent, copyright, or trade secret.

7. Indemnification and Insurance

7.1 Verifier and Sponsor, if applicable, hereby indemnify and agree to hold harmless the Company, its officers, directors, agents, affiliates, and employees from and against any and all claims, demands, and actions, and any

- liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of any actual or alleged acts or omissions of Verifier in connection with NGBS Green, except to the extent that any such injury or damage is found to be due to the gross negligence or willful misconduct of the Company. Verifier's obligations under this section shall survive the termination of this Agreement for any reason.
- 7.2 Verifier shall, at Verifier's own expense, provide and maintain during the term of this Agreement the following minimum amounts of insurance (per occurrence): workers compensation - as required by law; employer's liability -\$500,000; general liability - \$1,000,000; professional liability - \$500,000; and automobile liability - \$500,000. The insurance company providing such insurance, as well as the form of such insurance, shall be subject to the approval of the Company. The general liability and automobile liability insurance policies shall add Home Innovation Research Labs and its officers, directors, agents, affiliates, and employees as additional insureds for liability arising out of the work of the Verifier pursuant to this Agreement. All policies shall be primary and noncontributory and shall contain a provision by which the insurer agrees that such policies shall not be cancelled or not renewed without at least thirty (30) days advance notice to the Company. Each such policy, or a certificate thereof, shall be given to the Company promptly upon execution of this Agreement and thereafter upon any change or renewal of any insurance policy and periodically upon request by the Company.
- 7.3 Each party waives all rights and claims against the other party, and against its respective officers, directors, agents, affiliates, and employees, and against any of their subcontractors and their agents and employees, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of the party's actual recovery of insurance proceeds therefor.

8. Limitation of Liability

Except as provided in Sections 4 and 7 hereof, in no event shall either party be liable to the other for any consequential damages or lost profits of the other party.

9. Miscellaneous

- 9.1 Verifier agrees to become familiar with and follow all applicable safety procedures of Verifier's clients. Verifier agrees to follow any additional safety procedures that may be provided by the Company for the conduct of the work. Verifier agrees to take due care to ensure Verifier safety and the safety of others during the performance of Verifier services.
- 9.2 Verifier shall not assign, transfer, or subcontract the Agreement or any of Verifier's obligations hereunder to a non-accredited Verifier.
- 9.3 During the term of this Agreement and for a period of one (1) year after termination of this Agreement, neither Verifier nor Sponsor shall directly or indirectly as owner, partner, joint venturer, stockholder, member, manager,

employee, broker, agent, principal, trustee, corporate officer, director, licensor, or in any capacity whatsoever, engage in, become financially interested in, be employed by, or render any consultation, services, or business advice to any residential green building program substantially based on the National Green Building Standard™ (NGBS) or to any organization providing residential green building certification services substantially based on the NGBS. However, performing services for programs/organizations that base certifications on LEED, Energy Star, Builders Challenge, or Earthcraft, which are not based on the NGBS, is not prohibited. Notwithstanding the foregoing restrictions, Verifier may own any securities of any corporation which is engaged in such business and publicly owned and traded, but in an amount not to exceed at any time one (1) percent of any class of stock or securities of such company. Verifier and all accredited individuals and entities subject to this section shall not misrepresent NGBS Green or their individual accreditation status or status as an NGBS Green Verifier. The obligations under this section shall survive the termination of this Agreement for any reason.

- 9.4 This Agreement shall be governed and construed in all respects in accordance with the substantive laws of the state of Maryland, without regard to the choice of law rules thereof.
- 9.5 The parties are and shall remain independent contractors to one another, and nothing herein shall be deemed to cause the Agreement to create an agency, partnership, or joint venture between parties, or a relationship of employer and employee. Except as expressly provided in this Agreement, the Company shall not be liable for any debts, accounts, obligations, or other liabilities whatsoever of Verifier, including (without limitation) Verifier's obligations to withhold Social Security and income taxes for Verifier or Sponsor.
- 9.6 Neither party hereto shall be deemed to be in default of any provision of the Agreement or for failure in performance, resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, provided that prompt written notice of any such act or event is given to the other party. Such acts shall include, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, war, strikes, fires, or other civil catastrophes.
- 9.7 All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act on a breach of the Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- 9.8 All notices required or permitted hereunder shall be in writing addressed to the respective party as set forth herein, unless another address shall have been designated,

and shall be delivered by hand or by registered or certified mail, postage prepaid, or by email.

If to the Company:

Home Innovation Research Labs 400 Prince George's Boulevard Upper Marlboro, MD 20774-8731

Attn: William M. Ingley

If to Verifier:

Email: <u>bingley@HomeInnovation.com</u>

Attn:			
Email:			

- 9.9 Verifier presently is and agrees to remain independent of the clients to which Verifier provides verification services pursuant to this Agreement. Verifier certifies that: 1) Verifier has no employment or managerial affiliation with such clients; 2) Verifier has no securities investments, stock options, or other financial interests in such clients; 3) the employment security of Verifier's personnel is free from influence by such clients; 4) Verifier will not provide verification services on any project in which Verifier has participated in the physical construction of the project or supplied materials for the project; 5) Verifier is not an agent for the sale of the project; 6) Verifier has no other affiliation or relationship with the client to which Verifier provides verification services pursuant to this Agreement, or to a supplier to the client, that would compromise the independence of Verifier or create the appearance of a lack of independence; and 7) neither Verifier nor Sponsor is an employee or an elected official of a state or local home builders association. Verifier shall immediately disclose to the Company any other services that Verifier provides to verification services clients pursuant to this Agreement, or to a supplier to such clients, and any other contractual relationships, affiliations, or other relationships that Verifier (or a close relative of Verifier) has with such clients or such suppliers. If Verifier also builds homes, Verifier agrees to notify both the client to which verification services are provided and the Company that Verifier builds homes that may be in competition with the client who is utilizing Verifier's verifications services. Verifier shall not act as a Verifier pursuant to this Agreement for Verifier's own projects.
- 9.10 Verifier and Sponsor, if applicable, agree not to advertise or promote Verifier's status or services as being accredited until the accreditation process is complete. Accreditation will not occur until all evidence of insurance and other information required by this Agreement are approved by the Company. Verifier agrees to immediately cease to advertise or promote Verifier's status or services as being accredited if that status is revoked or terminated pursuant to the provisions of this Agreement. Verifier agrees that any verification inspection completed while

not accredited and listed on the website will not be considered for certification purposes.

- 9.11 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties hereto, and shall be enforceable in accordance with its terms when signed by the party sought to be bound.
- 9.12 During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Verifier shall not, directly or indirectly, hire, solicit, or encourage to leave the Company's employment (i) any then-current employee of the Company, or (ii) any person who had been employed by the Company during the previous six (6) months. Verifier acknowledges that an award of damages would not fully compensate the Company for the injury caused by any breach of this section and, notwithstanding any other provision of this Agreement, agrees to the entry of an injunction or other appropriate equitable relief, including an award of attorneys' fees, as a remedy for any breach of this section. Verifier's obligations under this section shall survive the termination of this Agreement for any reason.
- 9.13 This Agreement confers rights and obligations only on the parties hereto and on the individuals who are accredited pursuant to this Agreement. This Agreement is not intended, and shall not be construed, to confer any rights on any other person or organization.
- 9.14 Before any party may commence an action or amend a complaint to add a claim arising out of or in connection with this Agreement, the claim must be submitted to mediation, unless mediation is waived in writing by each party to this Agreement. The complaining party shall send a written demand for mediation to the other party. If the parties fail to agree on a mediator within fifteen (15) days of the demand, the complaining party may petition the American Arbitration Association or other recognized mediation service for the appointment of a mediator. The mediator shall commence the mediation within thirty (30) days after being selected. The mediation shall be completed no later than fifteen (15) days after being commenced. The costs of the mediation shall be shared equally between the parties. The costs of the mediation are recoverable by the party that prevails in any subsequent litigation of the claim.
- 9.15 BY THE EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CONDUCT, OMISSION, OR STATEMENTS (WHETHER VERBAL OR WRITTEN) OF ANY

PARTY WITH RESPECT THERETO. THIS PROVISION HAS BEEN NEGOTIATED BY THE PARTIES AND IS A MATERIAL INDUCEMENT TO THE PARTIES TO ACCEPT THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in person or by their authorized officials on the dates set forth below.

HOME INNOVATION RESEARCH LABS, INC.

	· ·
Signature	Date
Name	William M. Ingley
	(Printed or Typed)
Title	Vice President and CFO
-	(Printed or Typed)
VERIFIER	
Signature	
J	Date
Name	
	(Printed or Typed)
Title	
-	(Printed or Typed)
VERIFIER	SPONSOR COMPANY, IF APPLICABLE
Signature	
	Date
Name	
	(Printed or Typed)
Title	
	(Printed or Typed)

APPENDIX C: MASTER VERIFIER APPLICATION



NGBS Green Master Verifier Accreditation Application

The NGBS Green Master Verifier accreditation is designed exclusively for building industry professionals with significant green building knowledge and applied experience in verification of compliance to the National Green Building Standard (NGBS). The designation is designed to recognize and distinguish existing verifiers who have demonstrated experience and have participated in advanced training.

The following are the items that **must be submitted** in order to access the training modules and online exam:

- Application Form (below)
- Evidence of successful promotion of NGBS Green program
- Minimum of two letters of recommendation
- Any additional documentation that demonstrates how you meet the qualifications outlined below.

To apply, submit items above, either via email (<u>verifierregistration@homeinnovation.com</u>) or regular mail.

If your application materials successfully demonstrate that you meet the required qualifications, you will be provided access to purchase and complete the Master Verifier training course.

					Арі	plication Date:			
Verifie	erifier Name: Company Name:								
Have y	Year Accredited as a Verifier: Have you been accredited for a continuous 3-year period? Yes No								
						to high-volum keting material		have demonstrate	ed
Have y	ou earn	ed your	WRI Acc	reditati	ion?				
	Yes		No		Completing	; it concurrent	ly with Master	Verifier Training	
		-		-	verification ac ster Verifier d	-	last three year	rs meets the volum	ne
	Succes	sful ver	ification	of 100 s	single-family v	verifications wi	thin recent 3 ye	ear period	
	Succes	sful ver	ification	of 25 m	nultifamily bui	ldings totaling	at least 250 un	its	
		nation o	•	family o	or multifamily	experience—c	ount each sing	le-family home as (0.25
	☐ If you work for a company where multiple verifiers work cooperatively on building verifications, please attach a statement from your team's program manager that describes how you meet these verification thresholds based upon your contributions to the team's certification (where you weren't listed as the "Verifier of Records").						t		
Part 2a	. Descri	be the v	ways in v	which y	ou promote t	he NGBS Gree	n certification	program.	
Part 2k	n Demo	nstrate	VOUR US	of the	NGRS Green	nrogram logos	or ready-mad	e marketing mater	·ials
			-				ales brochures	_	1413
Туре о	f docur	nentati	ion:						

directly involved in the NGBS Green certification program. List the individuals who are recommending you below:

Recommendation #1:

Submitter: ______ Relationship: ______

Recommendation #2:

Submitter: _____ Relationship: _____

Part 3: Attach at least two letters of recommendation from builders, developers, or architects who are

