	Certificate of Recognition Terms and Conditions		Ref/Rev: POL 3-1
	Owner: Director, Safety Services	Approval Date: 14-Mar-24	Review Date: 14-Mar-27

1. Application to COR[®] Registrants

- 1.1. These terms and conditions apply to all persons, organizations, partnerships, corporations or otherwise (“COR[®] Registrant”):
- 1.2. Making application pursuant the COR[®] certification process for use of the COR[®] certification;
- 1.3. Holding itself out as COR[®] certified or otherwise using the COR[®] certification for purposes associated with the COR[®] Registrant’s operation; and/or
- 1.4. Participating in any audit or renewal process required or requested by Construction Safety Nova Scotia (“CSNS”).


2. Purpose & Objective of COR[®] Certification

- 2.1. CSNS provides a Certificate of Recognition (“COR[®]”) certification identifying COR[®] Registrants that have successfully achieved COR[®] certification.
- 2.2. CSNS provides for reciprocity and program equivalency to the national COR[®] standard, to support the free movement of COR[®] Registrants within Canada.
- 2.3. COR[®] Registrants are in “good standing” when their safety program is being maintained in accordance with CSNS COR[®] standard, as amended from time to time, and the COR[®] Registrant follows required timelines as per these terms and conditions. The only acceptable proof of good standing with CSNS’s COR[®] Program is a valid COR[®] Letter of Good Standing.
- 2.4. All COR[®] audit activities and related costs will be charged based on fees that are subject to change from time to time.

3. Applying For and Obtaining COR[®] Certification

3.1. Certifying a COR[®] Registrant

- 3.1.1. A Certificate of Recognition and the associated Letter of Good Standing are issued to a COR[®] Registrant that has successfully completed all requirements of the COR[®] certification process, which includes but is not limited to: (a) COR[®] application, (b) training requirements, (c) internal and external audits (as applicable to the COR[®] Registrant size classification), (d) the resolution of all identified corrective action, where applicable (e) and meets all requirements of the Nova Scotia *Occupational Health and Safety Act* (the “NS OHS Act”) and other

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relevant statutes and regulations. As part of the COR[®] process, company data regarding injury claims from the Workers' Compensation Board of Nova Scotia may be reviewed.

3.1.2. COR[®] Registrants pursuing COR[®] certification will be assigned into one of the following categories for the purposes of appropriately pricing the services rendered by CSNS:

- **Owner Operator**- a 1 person operation. Does not sub-contract any work. May have administrative support (i.e., Bookkeeper or secretary).
- **Small Business**- 2-4 employees total (including the business owner(s)). Does not sub-contract any work.
- **Intermediate**- 5-19 employees total (including the business owner(s)) or an Owner Operator hiring sub-contractors, or a Small Business hiring sub-contractors.
- **Standard**- 20 or more employees (including the business owner(s)) total.

3.1.3. COR[®] Registrants are in “good standing” when their safety program is being maintained in accordance with CSNS standard, as amended from time to time, and the COR[®] Registrant complies with required timelines and these terms and conditions.


3.2. Certifying Associated COR[®] Registrants

3.2.1. CSNS will review requests from COR[®] Registrants who operate more than one business entity but wish to operate one safety program for the purposes of achieving the COR[®] certification.

3.2.2. Requests must be made in writing by completing the Application for Associated Companies (FM 9.1), along with requested supporting documentation.

3.2.3. Associated firms who satisfy the following requirements, will be considered associated for the purpose of COR[®] certification if they have:

- Common ownership.
- Common management.

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- A corporate safety program which addresses all aspect of the associated or common operations.

3.3. Certifying Joint Ventures

3.3.1. Firms who form partnerships for the purposes of a specific project, may request a Certificate of Recognition for the joint venture if they have:

- Current safety certification (all parties).
- Shared management.
- A shared workforce.
- A corporate safety program specific to the joint venture.
- CSNS may require submission of a project safety plan with identified hazards, appropriate controls and responsibilities outlined.

3.3.2. Requests must be made in writing by completing the Application for Associated Companies (FM 9.1), along with requested supporting documentation.


3.3.3. Joint ventures that do not meet the above conditions may still submit application for consideration. Such applications will be evaluated on a case-by-case basis.

CSNS will issue a revised member ID for all approved requests. This member ID will only apply to the COR[®] certification issued for the joint venture.

4. COR[®] Program Equivalency & Reciprocity

4.1. Firms or individuals who have an established a health and safety program which meets or exceeds the National COR[®] standard, may request COR[®] certification in Nova Scotia based on established equivalency agreements with participating organizations within the Canadian Federation of Construction Safety Associations (“CFCSA”).

4.2. A company that is not COR[®] certified in another jurisdiction but has an active safety program in place, may apply for COR[®] certification in Nova Scotia by demonstrating Program Equivalency (e.g., Prince Edward Island and out of country companies).


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4.3. COR[®] Certification Reciprocity

- 4.3.1. Companies, who have attained COR[®] certification in their province of origin, may receive reciprocity, provided:
- The respective province has a reciprocity agreement within the framework established by the CFCSA; and
 - The company has satisfied the application requirements provided by their respective provincial or territorial construction safety association.
- 4.3.2. Employers requesting reciprocity must complete Section 15 of the COR[®] Audit Instrument (FM 9.16) and submit along with proof of certification from their respective province or territory.
- 4.3.3. In addition, applicants must provide a signed Declaration of Compliance (FM 9.23) affirming that their safety program and related controls (i.e., training, procedures, equipment, etc.) satisfy the NS *OHS Act* and regulations.
- 4.3.4. Out-of-Province status, is not available or applicable to companies, employers or individuals who have established a base of operation (permanent facility) within the provincial/jurisdictional boundary.
- 4.3.5. CSNS may require recipients of reciprocity to participate in an external COR[®] Audit once active work has begun on a project in Nova Scotia.

4.4. Program Equivalency


- 4.4.1. Companies, who can demonstrate, through the submission of documentation and a completed internal review, that a comprehensive loss control program has been implemented in the employer's workplace; may receive a Letter of Good Standing.
- 4.4.2. This option is typically available for companies tendering work from outside of the country that have a program in place. The company must have an external COR[®] Audit prior to the expiry of the letter.
- 4.4.3. A fee for service, based on current rates and membership status will be charged for the actual time. CSNS may require payment in full for services rendered prior to the release of the Letter of Good Standing. The company must also show proof that at least one employee has completed the COR[®] training program prior to certification.

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4.4.4. All requests for variance must be submitted to Safety Services Team Lead in writing. Such requests shall be made to the attention of the Director, Safety Services.

5. Maintaining COR® Certification

- 5.1. CSNS shall contact the company 90 days prior to the expiry of the Letter of Good Standing, advising the company of the required steps to renew their COR® certification.
- 5.2. Depending on the type of company and where the company is in its audit cycle, CSNS will either:
 - Request the company to submit their internal COR® audit within 30 days expiry of the Letter of Good Standing
 - Be contacted by a CSNS OHS Advisor to arrange a date and time for an external audit to be conducted.
- 5.3. The company may also be notified of any additional training that must be completed prior to their expiry. A documentation review/spot evaluation audit may be conducted to confirm required program elements are in place.
- 5.4. A company's COR® certification is considered expired when their Letter of Good Standing has gone past its "expiry date". The company will be notified by CSNS when their COR® has expired.
- 5.5. In exceptional circumstances, the Safety Services Administrator Team Lead, in co-operation with the COR® Registrant, may alter certificate timelines. The COR® certification expiry date may not be extended by more than two months and may not be backdated by more than ten months.
- 5.6. If a company's COR® certification has gone more than 90 days past its expiry date without taking appropriate steps to renew, their COR® certification will lapse and become invalid.
- 5.7. Lapsed companies must restart the COR® certification process as a first time COR® applicant in order to become COR® certified again.
- 5.8. Companies must maintain a good financial standing with CSNS to receive documentation, goods, or services. The company must not have any amount owing to CSNS more than 60 days and have a good payment history.

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5.9. COR[®] Certification and/or a COR[®] Letter of Good Standing may be withheld until such time that a company returns to a state of good financial standing with CSNS.


6. COR[®] Quality Assurance and Control

6.1. Spot Audits

- 6.1.1. CSNS will maintain an ongoing program of quality assurance by conducting random spot audits. CSNS may, at its discretion, also perform a spot COR[®] Evaluation Audit as a result of a regulatory request or an internal request.
- 6.1.2. Internal requests may occur as a result of inconsistent COR[®] Audit information, or public or private reports indicating a non-conformance with program requirements, COR[®] standards, or legislative requirements.
- 6.1.3. Annually, CSNS will complete quality control audits on a minimum of 12 COR[®] registrants in the internal review process.
- 6.1.4. In the event of suspension of a COR[®] certification, the Director, Safety Services will review the situation with the Chief Executive Officer of CSNS. Upon completion of this review, the COR[®] Registrant will be informed of the outcome.
- 6.1.5. In all cases, the COR[®] Registrant will receive a completed summary report outlining findings and if required, actions necessary for ensuring the company's full compliance with the COR[®] standard.

6.2. Misuse and/or Breach of Terms and Conditions

- 6.2.1. Companies may be subject to an investigation and/or spot audit by CSNS upon receiving a complaint or reasonable suspicion of misrepresentation and/or a breach of these terms and conditions has taken place, including but not limited to:
 - The information on the Certificate of Recognition or Letter of Good Standing has been intentionally altered.
 - The company has submitted falsified documents or misrepresented information (orally or in writing) to CSNS in pursuit of COR[®] certification.

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- The COR® trademarked logo has been inappropriately used in that company's documents, publications, or marketing materials.

6.2.2. The company must participate fully with the investigation or spot audit process. Failure to comply with the investigation or spot audit may result in immediate suspension on a temporary or permanent basis of COR® Certification and the Letter of Good Standing. Participation in the investigation may include but not be limited to:


- Immediately fulfilling requests for documentation.
- Allowing access to company facilities and/or jobsites.
- Allowing access to company staff and management for the purposes of investigation interviews.

6.3. Penalties

6.3.1. Where an investigation determines that fraud, misrepresentation, or a breach of these terms and conditions has occurred, specific measures may be required to be taken by the company to bring the company back into good standing. The extent, severity and duration of the fraudulent activities found during the investigation will guide CSNS's approach in applying remediation measures. Remediation measures may include one or more of the following:

- Completing a full external audit and completing all corrective actions found during the audit.
- The requirement to have external audits each year for the next audit cycle (3 years)
- Suspension from the COR® program for a period determined by CSNS.

7.3.2 CSNS reserves the right to suspend or revoke a COR® Registrant's COR® certification, or otherwise impose time bars, up to and including a permanent time bar, that will restrict a company's ability to submit a reapplication for COR® certification.

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6.4. Appeal Procedures


- 6.4.1. Any company who disagrees with the application of this policy, may appeal the decision of a Construction Safety Nova Scotia staff member to the office of Chief Executive Officer.
- 6.4.2. The Chief Executive Officer may assign responsibility of reviewing the appeal to a member of the management team.
- 6.4.3. The company's appeal must be in writing, outline the nature of the disagreement, the parties involved, and the original decision rendered.
- 6.4.4. The company's appeal, where possible, should be filed within 30 days of the decision in question.
- 6.4.5. CSNS's CEO or delegate will acknowledge receipt of the appeal within 30 days by replying in writing, laying out the appeals procedure.
- 6.4.6. The decision of the CEO shall be considered final.

7. Responsibility

- 7.1. The Director, Safety Services is responsible for the overall implementation of this policy.
- 7.2. The Manager, Safety Services is responsible for supporting the implementation of this policy.
- 7.3. The Chief Executive Officer is responsible for appeals and review processes as outlined in the policy.
- 7.4. The Safety Services Team Lead is responsible for the execution of the administrative processes outlines in this policy.
- 7.5. CSNS reserves the right to revise or update these COR[®] Terms and Conditions from time to time. It is the responsibility of the COR[®] Registrant to familiarize themselves and comply with the current version of the COR[®] Terms and Conditions, as will be made available upon request or on the CSNS website.

8. References

- 8.1. Application for Associated Companies FM 9.19
- 8.2. Declaration of Compliance FM 9.23

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9. Acknowledgement

By signing this agreement, I acknowledge that I have read and understand Construction Safety Nova Scotia's COR[®] Safety Certification program, including the COR[®] Terms and Conditions document, policies and processes. I agree to be bound by and adhere to all of the requirements contained therein.

Additionally, I acknowledge that all information communicated to CSNS as part of the COR[®] program and all information submitted and/or provided by the company and company's representatives through the COR[®] Audit process will be honest and accurate at the time of communication and/or submission. I acknowledge that failure to submit honest and accurate information may result in penalty to the company, up to and including a permanent revocation of the company's COR[®] certification and removal from the COR[®] Program.

Company Legal Name: _____

Company Operating Name: _____

WCB Business Number: _____

Witness Name (PRINT): _____

Witness Signature: _____

Date: _____

Employer Name (PRINT): _____

Employer Signature: _____

Date: _____

10. Document Revision and Control History

Rev	Author	Nature of Change	Reviewed by Quality Committee
1.0	Ryan Quinn	Original Approved Version	14-Mar-24
2.0	Shawn Weagle	Removed references to retired documents, Copyright symbol added.	11-Jul-24