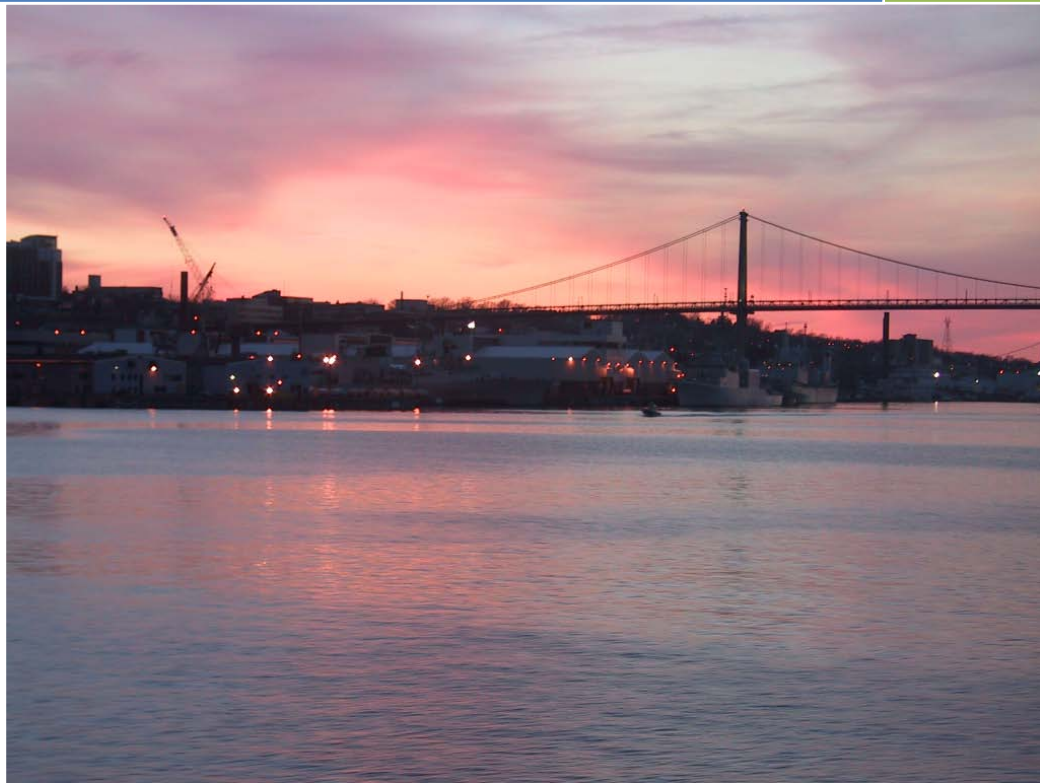


2009

Training Policy



Allan McDougall

Evolutionary Security Management, Inc

3/10/2009

This document describes Evolutionary Security Management's policies with respect to the Training and Certification of persons. It is made available in the public domain to ensure that our candidates and other participants are aware of their obligations, responsibilities and methods of recourse.



Contents

Change Control in Documentation	3
1. Background.....	4
2. Intent	4
3. Policy	4
4. Standards to be Used	5
5. Development.....	6
6. Policies regarding Expansion and Reduction of Scope	6
7. Policies Regarding Withdrawal	7
8. Oversight	7
9. Certification Body	8
10. Scheme Committee	9
11. Selection of Instructors, Licenses and Agreements	9
12. Setting of Fees.....	10
13. Provision of Materials.....	12
14. Delivery.....	13
15. Examination and Testing	15
16. Issuing of Certificates	16
17. Renewing of Certificates and CEU's	17
18. Retention of Instructor and Student Information	18
19. Retention of Certified Status.....	19
20. Review and Termination of Agreements	19
Appendix A – Security Associations Considered Credible	20
Appendix B – Appeals Process (Redacted)	21
Appendix C – Continuing Education Units	22



1. Background

- 1.1. Evolutionary Security Management's business model involves partnering with organizations to each other's mutual benefit. The intent of this partnering is to promote Evolutionary Security Management (ESM) and its partner organization across a wider market and increase its market share.
- 1.2. In some cases, courses must be submitted to accrediting bodies before being marketable. In these cases, the courses must be delivered in accordance with the conditions of accreditation each time and every time. A failure to do this puts the accreditation at risk, an unacceptable condition given the current market.
- 1.3. The accreditation of courses is reviewed or may even be challenged from time to time. While this is often a normal part of the oversight process, it must be clear that such challenges must be met vigorously, comprehensively and concisely to demonstrate beyond a doubt that the course material continues to meet accreditation requirements.

2. Intent

- 2.1. This document defines the processes used to develop, deliver and review courses as part of the ESM Quality Assurance program.
- 2.2. This document provides a roadmap to ESM with respect to the development, delivery, review and renewal of courses.

3. Policy

- 3.1. ESM will maintain a Quality Assurance Program that encompasses the following principles:
 - 3.1.1. Development based upon need;
 - 3.1.2. Development of content based upon sound bodies of knowledge;
 - 3.1.3. Development and oversight that includes appropriate peer review and recognition by the applicable oversight bodies;
 - 3.1.4. Delivery of courses based upon sound academic practices;
 - 3.1.5. Accountability through the conduct of internal reviews and monitoring that focuses on ensuring the quality of the course;
 - 3.1.6. Accountability through periodic monitoring and checks to ensure best value; and



- 3.1.7. Accountability through ensuring that any entity delivering Evolutionary Security Management material received a written assessment regardless of the outcome of the audit or review.
- 3.2. ESM will ensure that all certificates are issued only based upon an individual's meeting of the criteria for certification. No economic, social or similar grounds are to be used to limit an individual's application for certification, nor are they to be used when assessing the performance of the individual.
- 3.3. ESM will maintain a Quality Assurance program in support of the quality of its course offerings. This Quality Assurance program is defined in this document as it comprises an integral part of its course delivery system;
- 3.4. Partners seeking to deliver ESM training as a strategic partner and licensee must comply with the Quality Assurance requirements outlined in this document. This agreement will be done through a legally binding agreement (such as a contract) and the delivery of any course is contingent upon the suitability of the course for outside delivery and the level of assurance with respect to adhering to this policy.
- 3.5. ESM maintains a fair value policy. This policy forbids the billing of clients above and beyond the agreements set with ESM.

4. Standards to be Used

- 4.1. The standards to be used are defined in this document.
 - 4.1.1. The development based on need will follow the guidelines put forward in Appendix A of ISO 17024;
 - 4.1.2. Sound bodies of knowledge within the security domain include those put forward by professional security associations, such as ASIS, CSIS, (ISC)², DRI and similar asset protection bodies;
 - 4.1.3. Peer reviews will be conducted by individuals that can demonstrate both expertise (through certification) and experience (through work history) within the domain being reviewed. Ultimately the goal is to have courses recognized by professional associations, but individual reviews may be sought in the absence of professional associations;
 - 4.1.4. The Course Training Standard to be used is the one that has been approved by the peer review or accreditation process; and
 - 4.1.5. Internal reviews will follow the principles defined in ISO 9001:2008 with respect to monitoring and auditing.
- 4.2. Where determining whether or not an individual shall be certified, only the certification criteria are to be used. None of the criteria indicated as being grounds for discrimination under the Canadian Charter of Rights and Freedoms are to be used except where it can be clearly concluded that:



- 4.2.1. By certifying the individual on the basis of one of those conditions, it can put individuals at risk in terms of life or safety; or
- 4.2.2. By certifying the individual on the basis of one of those conditions exist, it can put the life, safety or health of that individual at risk.
- 4.3. This document is under constant review. Where a policy, standard, procedure or baseline is not clearly and expressly defined within this document, the following standards are to be used:
 - 4.3.1. ISO 9000: XXXX Quality Management Systems: Fundamentals and Vocabulary;
 - 4.3.2. ISO 9001: 2008 – Quality Management Systems: Requirements; and
 - 4.3.3. ISO 17024: 2003 – Conformity Assessment for Bodies Operating the Certification of Persons.

5. Development

- 5.1. ESM will develop courses in line with the expectations of applicable oversight bodies responsible for the ultimate certifications associated with the course.
- 5.2. Where no such accreditation exists or has not yet become credible, ESM will base its content upon sound security practices outlined in recognized professional Security associations (see Appendix)
- 5.3. ESM will endeavour to leave adequate flexibility for Regional content in its courses. The inclusion of any such material by the Partner Organization is subject to the approval of Evolutionary Security Management.
- 5.4. Generally, courses will include the following:
 - 5.4.1. Course Training Standard;
 - 5.4.2. PowerPoint presentation;
 - 5.4.3. Job aids or other value added materials to assist the candidate;
 - 5.4.4. Speaking notes; and
 - 5.4.5. Exercise notes.

6. Policies regarding Expansion and Reduction of Scope

- 6.1. When seeking to expand the scope of the certification, ESM will ensure the following:
 - 6.1.1. The specific expansion must be clearly documented and recorded;



- 6.1.2. All those who were certified before the expansion of the certification are to be informed of the expansion and provided with material to ensure that they are familiar with the expanded requirements;
- 6.1.3. All those who were certified before the expansion will be given the opportunity to demonstrate that they have grasped the concepts and knowledge being added to the certification.
- 6.2. When seeking to reduce the certification, ESM will ensure the following:
 - 6.2.1. The specific reduction in scope will be clearly documented and recorded; and
 - 6.2.2. All those that were certified before the reduction will be informed of the reduction and provided with a document indicating that their certification includes additional material.

7. Policies Regarding Withdrawal

- 7.1. A certificate may be withdrawn where the following conditions exist:
 - 7.1.1. The requirement to be certified no longer exists;
 - 7.1.2. The certificate is subsumed into a larger certification body; or
 - 7.1.3. The certificate is no longer viable.
- 7.2. In all cases, the following steps are to be taken:
 - 7.2.1. All members holding the certificate are to be contacted via mass mailing and given the opportunity to identify if a communication is required with respect to regulatory or employment bodies;
 - 7.2.2. Those members that indicate that they need to be able to demonstrate that they have met the certification requirement are to be provided with a document indicating that fact; and
 - 7.2.3. Copies of documentation are to be retained as part of the ESM core files.

8. Oversight

- 8.1. Oversight will be accomplished through three mechanisms. These are the following:
 - 8.1.1. The Quality Assurance program;
 - 8.1.2. The Scheme Committee; and
 - 8.1.3. The Certification Committee.
- 8.2. The quality assurance program is defined in this document and intends to comply with the terms under ISO 9000:2005 and ISO 9001:2008.



9. Certification Body

9.1. The intent of the certification body is to conduct its appropriate affairs in such a way that it gives confidence to parties in its competence, impartiality and integrity. This includes the following:

9.1.1. Shall be independent in terms of its relations with applicants, candidates and certified persons or those that are in direct contact (such as family, employers, or customers);

9.2. The responsibilities and roles of the Certification Body are summarized as follows:

9.2.1. Shall be ultimately responsible for the decisions relating to the granting, maintaining, renewing, expanding scope, reducing scope, suspending and withdrawing of the certification;

9.2.2. Shall validate the management groups that have the responsibility for evaluation, surveillance, and certification of persons;

9.2.3. Shall validate the formulated policies with respect to certification;

9.2.4. Shall have the final word on certification, where this final word does not conflict with legislative or regulatory overseer requirements;

9.2.5. Shall ensure that these policies are put into force;

9.2.6. Shall monitor, through the annual meeting, the finances of Evolutionary Security Management;

9.2.7. Shall delegate authority to perform tasks where appropriate to do so and only when appropriate to do so;

9.2.8. Shall be part of the overall legal entity through one of the Directors.

9.3. Shall ensure its impartiality, including the following:

9.3.1. Ensuring that it does not offer training, aid or other support to those seeking certification except where it can demonstrate clear separation;

9.3.2.

9.4. The Certification body requirements are defined as per ISO 17024. The body is formed for each individual certification. Under this requirement, the certification body may be either of the following:

9.4.1. The regulator in terms of providing the oversight, guidance and assessment of the appropriateness of the material; or

9.4.2. A body of not less than 3 certified professionals within the domain that will remain independent from the evaluation process.



10. Scheme Committee

- 10.1. The Scheme committee activities are defined under the requirements within ISO 17024. In this respect, the Scheme committee consists of the following:
 - 10.1.1. Not less than three (3) individuals that can demonstrate all of certification and advanced experience within the field.
- 10.2. The role of the Scheme Committee is to bring together the necessary knowledge, skills, abilities and resources necessary to ensure that the certificate delivers the highest value to the client.
- 10.3. The Scheme Committee shall meet (if necessary through virtual connections) at least annually to review the course material, propose updates, and then present them to the Directors and the Certification Committee.

11. Selection of Instructors, Licenses and Agreements

- 11.1. The partnering agreement is a document that establishes that both parties will act in good faith in promoting a mutual interest. It does not seek to change the administrative or organizational structure of either organization, but will act to set out requirements to be met. The document will include the following:
 - 11.1.1. the intent of the participants to undertake certain joint activities;
 - 11.1.2. the understanding of good faith between participants;
 - 11.1.3. the understanding of ownership of material;
 - 11.1.4. an understanding of the associated fees and costs; and
 - 11.1.5. An understanding of the scope of the agreement being entered into.
- 11.2. Following the partnering agreement, the following activities may be required, depending upon the nature of the course:
 - 11.2.1. Validation of the knowledge, skills, abilities and experience of instructors by both ESM and the appropriate regulatory oversight bodies (as applicable to the course);
 - 11.2.2. Validation of supply requirements, such as value added materials and their associated costs; and
 - 11.2.3. Completion of the ESM Train-the-Trainer series.
- 11.3. Following the partnering agreement, or as part of the partnering agreement, the Partner Organization will indicate in writing that agrees to be bound by certain requirements in order to ensure that the course is delivered in



accordance with the ESM and accreditation standards. The following will be included:

- 11.3.1. that ESM will be made aware of all course offerings no later than 4 weeks prior to the course offering in order to ensure that the course material is up to date and validated;
 - 11.3.2. Validation that all instructors or those used as instructors have passed through the steps described in the Section 6.2 above;
 - 11.3.3. Validation that it is clearly understood that the course must be delivered according to ESM standards and only using ESM validated materials;
 - 11.3.4. Validation that the learning environment will meet the requirements defined in the instructor checklist in providing an environment conducive to learning. A scale diagram of the classroom configuration will be required;
 - 11.3.5. Validation that it is understood that the students will be required to attend 100% of the course and that the instructor will ensure that this requirement is met. Signed off attendance sheets will be required to validate this point;
 - 11.3.6. Validation that is understood that the students will write the exam provided and will not be assisted in any way;
 - 11.3.7. Validation that it is understood that, in the case of a disputed result, all material submitted by the candidate is to be submitted to the Director ESM who will review the candidate's returned material and arrive at an independent result;
 - 11.3.8. Validation that it is understood that the lead instructor will advise successful candidates will receive their formal certificate following the validation of the examinations by ESM;
 - 11.3.9. Validation that it is understood that the Partnering organization will maintain a copy of the examination, attendance record, and instructor manual (used by the lead instructor to deliver the course) at its location;
 - 11.3.10. Validation that it is understood that ESM retains full ownership and control over the material; and
 - 11.3.11. Validation that both the delivering party and ESM will ensure the retention of student records and information with the official copies being held by ESM.
- 11.4. Fees identified or implied in the above are listed in Appendix B

12. Setting of Fees

- 12.1. The base fees associated with the course can be described in the following:
 - 12.1.1. Fees paid by, or on behalf of, the candidate;



- 12.1.2. Fees owed as part of the authorization to deliver material and ESM-owned intellectual property;
- 12.1.3. Fees owed as part of the delivery of the course material.
- 12.2. The fee to be paid by the candidate will be the final calculated value before any applicable taxes are added. Candidates are to be informed that taxes are added to the advertised cost;
- 12.3. Candidate fees are to be paid no later than one week prior to the commencement of the course;
- 12.4. Fees paid to ESM by the delivering party will include the following:
 - 12.4.1. The basic fee associated with authorization to deliver the course (this does not mean that all candidates will be successful, only that they will be exposed to the course material);
 - 12.4.2. The fees associated with any Operating cost borne or for activities coordinated by ESM; and
 - 12.4.3. The portion of the profits to be paid to ESM and defined in the agreement.
- 12.5. Fees owed for the delivery of the course include the following:
 - 12.5.1. Fees owed to instructors directly involved in the delivery of the course. Outside administrative fees will not be considered;
 - 12.5.1.1. Instructors,
 - 12.5.1.2. Speakers, and
 - 12.5.1.3. Similar individuals.
 - 12.5.2. Fees owed for the purchase or direct production of course materials (less outside administrative fees);
 - 12.5.2.1. Course binders;
 - 12.5.2.2. Job aids and reference material;
 - 12.5.2.3. Similar tangible goods.
 - 12.5.3. Fees owed for the rental of facilities and spaces;
 - 12.5.3.1. Appropriate space;
 - 12.5.3.2. Morning snacks or working lunches; and
 - 12.5.3.3. Similar costs directly contributing to the course (vice administrative costs);
 - 12.5.4. Fees owed for the licensing of information or purchase of reference material (including shipping);



- 12.5.4.1. Use of standards or material owned by an outside entity that has reasonable expectation of return under licensing arrangements;
- 12.5.4.2. Registration in databases, etc where applicable, and
- 12.5.5. Fees owed for the coordination of the course, but not including administrative or office charges.
- 12.5.6.

13. Provision of Materials

- 13.1. ESM retains the sole official copy linking any accreditation program to the courses being given.
 - 13.1.1. This is due to the need to update material. This method allows for ESM to focus on the maintenance of the course material while the partner focuses on the coordination and delivery of the course.
- 13.2. ESM will provide copies of the course and its supporting material to the partner upon payment of the licensing fee and notification of the course dates.
 - 13.2.1. Where Evolutionary Security Management is required to provide hardcopies of the material, the following is understood and accepted by the partner:
 - 13.2.1.1. At least four (4) weeks advance notice must be given, including the number of packages required;
 - 13.2.1.2. Within forty-eight (48) hours of the advance notice, ESM will have its initial cost estimate to the delivering party. This estimate is generally within ten percent (10%) accuracy although additional costs not included in the initial estimate may cause this barrier to be breached;
 - 13.2.1.3. at least two (2) weeks will be required for the production of the material;
 - 13.2.1.4. Work will start on the material once fifty percent (50%) of the initial payment is made and an indication that the remaining fifty percent (50%) will be paid upon receipt by the delivering party.
 - 13.2.1.5. Any costs above the estimate will be supported by receipts and due upon receipt of the material at the partner's location. This includes costs associated with shipping. Unless additional work has been requested that was not included in the initial estimate, ESM endeavours to remain within 10% of its overall estimate.
 - 13.2.2. Where ESM is able to provide an electronic copy, the following is understood and accepted by the partner:



- 13.2.2.1. The electronic copy is not to be modified in any way upon receipt. ESM is to be provided a document indicating that no modifications have been made. Electronic copies may be locked to prevent changes;
- 13.2.2.2. the electronic copy is understood to be for one-time use only and may not be distributed;
- 13.2.2.3. a copy of the course material as presented will be provided to ESM for comparison purposes at the partner's expense as part of the exam validation process;
- 13.2.2.4. ESM will provide a review of the material against the accreditation requirements and provide the following in writing. It is understood that this may take up to 72 hours:
 - 13.2.2.4.1. where all criteria are met, ESM will recognize the course;
 - 13.2.2.4.2. where some criteria are lacking, ESM will identify these and inform the partner of the need to meet those criteria; and
 - 13.2.2.4.3. ESM assumes no liability for situations where the partner removes material from the course and the course fails to meet recognition status.
- 13.2.3. Where physical and electronic copies are provided, the understandings above apply.
- 13.3. All logistics (space, audiovisual, arrangements for visits, etc) are the responsibility of the training partner.

14. Delivery

14.1. Joint Delivery and Audits

- 14.1.1. At least one course per year will be a joint offering between ESM and the partner organization. Evolutionary Security Management will be remunerated according to mutually agreeable fees outlined as part of the agreement between ESM and the Partnering Organization.
 - 14.1.1.1. In these cases only, any profits from the course will be divided equally between ESM and the partner following the payment of direct operating costs;
 - 14.1.1.2. In these cases only, the licensing fee may be deducted from the ESM share of any profits where the profits exceed the base fee; and
 - 14.1.1.3. ESM will not assume any liabilities associated with the delivery of the course.



14.1.2. At least one course per year will be audited by ESM to verify that the course is being delivered in accordance with accreditation requirements. The timing of this activity is at the discretion of ESM.

14.1.2.1. The partner organization will cover all reasonable disbursements and a per diem for this activity as part of the conditions of licensing;

14.1.2.2. Where an audit is taking place, ESM will endeavour to give adequate notice of the activity while making reasonable attempts to keep costs reasonable.

14.2. **Suitability and Use of Instructors**

14.2.1. Where courses are being offered, only instructors that have met ESM instructor criteria will be used. These criteria include the following:

14.2.1.1. at least one security certification granted by a recognized professional security organization (CPP, CISSP, CBCP, PCIP, CMAS, etc);

14.2.1.2. must be able to demonstrate significant experience in the marine security environment (resume, project list);

14.2.1.3. must have completed the ESM train-the-trainer course; and

14.2.1.4. Must agree in writing to be bound by the terms of the agreements pertaining to the delivery of the course.

14.2.2. The promotion of instructors is based upon their ability to clearly and demonstrably meet the above requirements. This also includes the lead instructors identified below.

14.2.3. Each partner organization will select a lead instructor that will serve as the point of contact between ESM and the partner organization. The lead instructor will generally be the most qualified instructor.

14.2.3.1. This does not preclude the ability for principal-to-principal communication.

14.2.3.2. The lead instructor will also serve as the coordination point for any visits by the regulator but will ensure that the President ESM is informed upon being informed that the regulator may attend a course.

14.2.4. Where additional instructors are required, instructors that have completed the ESM Train-the-trainer program are to be given right of first refusal. Where such instructors are coming from a distance, the Partnering Organization agrees to pay for the airfare, accommodation, and per diem (not exceeding \$1000 per day) of the visiting instructor.

14.3. **Course Material and Delivery**



- 14.3.1. Only course materials approved by ESM are to be used during the course. Where the partner has its own course material, it must provide copies of that material to ESM for review before inclusion in the course material.
 - 14.3.1.1. Where such materials are provided, ESM will not disclose, distribute or communicate information regarding the tools without the partner's expressed written consent except where required by a regulatory oversight body.
- 14.3.2. The delivery must be in accordance with the agreed (in writing) course modules and must include all materials promised. This includes all modules and awareness materials being provided to the candidates. A checklist of the standard offerings in the course is provided in Appendix F.

15. Examination and Testing

- 15.1. Each course will have a theoretical exam and practical review of the candidate's performance.
 - 15.1.1. Individuals must complete the theoretical portion of the testing of their own accord and without any guidance or assistance from instructors, students, or reference material except as appropriate to the course;
 - 15.1.2. Exams will be supervised at all times by an approved instructor;
 - 15.1.3. The theoretical exam will be provided by ESM and will include the answer key to be used. The lead instructor attests that he or she will protect the confidentiality of the exam and the answer key up to the point where they are issued to the examination;
 - 15.1.4. The theoretical exam will also be protected through a non-disclosure agreement signed by the instructors and candidates that they will not disclose any of the contents of the examination; and
 - 15.1.5. All testing materials, including notes, are to be collected and included in the student file.
- 15.2. The practical exam may involve syndicate work where all participants actively participate. An individual that fails to actively participate cannot be granted a certificate of successful completion.
- 15.3. The following applies to situations where the candidate fails the exam:
 - 15.3.1. If time permits, the candidate may re-take the exam. The second exam will not be the same as the first one written by the student;
 - 15.3.2. the individual may reset the theoretical exam within 6 months at no cost but will not be provided additional material or support;



15.3.3. The individual may not retake the practical exam but may appeal to the partnering organization and ESM, providing a written equivalent to the practical testing to demonstrate that they can meet equivalent criteria. This includes the following (or their equivalent):

15.3.3.1. confirmation that the candidate was directly involved in work that relates directly to the practical exam that was subject to a quality assurance process and found to be of acceptable or higher quality; or

15.3.3.2. confirmation from the candidate's employer that the candidate has been directly involved in work that relates directly to the practical exam, that was subject to a quality assurance program and is deemed by the employer to be of acceptable quality. In this case, the work's quality must be validated by either the lead instructor in the area or, where not available, another certified individual.

15.3.4. Where an individual fails on the second attempt, he or she must wait 6 months before taking the course again.

15.4. All exams will be returned to ESM for review. Upon review, ESM will send a communication to each participant through the Partnering Organization that the certificate has been validated.

16. Issuing of Certificates

16.1. Certificates will reflect both the ESM logo and the logo of the training partners in balance.

16.2. Certificates will be signed by the lead instructor for the course and by one of the Principals of ESM.

16.2.1. By signing the certificate, the lead instructor certifies the following:

16.2.1.1. That only material deemed to be suitable by ESM was provided during the course instruction;

16.2.1.2. That the course was conducted in compliance with the standards associated with this document;

16.2.1.3. That the examination was conducted in compliance with the standards outlined in this document and that the candidate was not provided with any advantage that would taint the results; and

16.2.1.4. That, in his or her professional opinion and attestation, that the individual has met all criteria leading up to certification.

16.2.2. By signing the certificate the Principal from ESM certifies the following:



- 16.2.2.1. That the course material as presented to ESM meets the accreditation requirements;
 - 16.2.2.2. That the instructor meets all criteria necessary to deliver the course;
 - 16.2.2.3. That the exam results meet or exceed 70 percent; and
 - 16.2.2.4. There are no overt or detectable failings with respect to the requirements outlined in this document.
- 16.3. The certification process takes place in two parts—the issuing of the certificate and the support of the certification.
- 16.3.1.1. Part I involves issuing the Certificate of Successful completion to those that pass the course requirements;
 - 16.3.1.2. Part II involves the communication from ESM to the course participants and partner that, following review, the results of the course have been validated; and
 - 16.3.1.3. These two parts, with each other, are adequate to meet the Transport Canada requirements and are considered to be the full certification.
- 16.4. ESM will not support the certification of an individual where it is discovered that the individual failed to meet the baseline criteria or was involved in improper conduct during the course. This includes the following:
- 16.4.1. cheating during examinations;
 - 16.4.2. the deliberate attempts to hinder another individual from attending or completing the course; or
 - 16.4.3. Any other attempt that would be considered to be academic impropriety at a senior education institution.
- 16.5. ESM may revoke, without penalty or liability, a certificate after its issue under any of the following conditions:
- 16.5.1. where any of the conditions indicating impropriety above are discovered;
 - 16.5.2. where it is discovered that the training provider misrepresented the conduct of the course; or
 - 16.5.3. Where it is discovered that the individual has otherwise failed to meet criteria necessary to gain certification.

17. Renewing of Certificates and CEU's

- 17.1. Evolutionary Security Management supports the concept of continuing education through the Continuing Education Unit (CEU) concept.



17.2. The following defines the numbers of CEU's required per kind of course:

- 17.2.1. Certification – 40 per year;
- 17.2.2. Training certificate – 25 per year;
- 17.2.3. Workshop – 10 per year; and
- 17.2.4. Awareness – 5 per year.

17.3. An individual will be given one year's grace with respect to CEU's. If the individual fails to meet the requirements for the second year, then this will be annotated on the student file.

18. Retention of Instructor and Student Information

18.1. All instructors understand, as a condition of being authorized to instruct, that the following personal information will be retained on file indefinitely or for as long as the last student that they instruct maintains a certification:

- 18.1.1. name;
- 18.1.2. resume indicating professional qualifications and expert qualifications;
and
- 18.1.3. Email contact information and other applicable contact information.

18.2. All students understand, as a condition of being allowed to attend the course, that the following personal information will be retained for as long as they choose to retain the certification:

- 18.2.1. name;
- 18.2.2. address;
- 18.2.3. any pertinent identification documents, in copy form, indicating citizenship or other requirements necessary to meet the requirements of regulatory bodies;
- 18.2.4. email contact information; and
- 18.2.5. Examination results and course notes from instructors.

18.3. Student information is retained in the following forms:

- 18.3.1. electronically on the results database used to verify the certification standing of individuals; and
- 18.3.2. Hardcopy in terms of individual student files.

18.4. All personal information will be protected as per the requirements of the *Privacy Act* and *Personal Information Protection and Electronic Documents Act*. The following is consent is required before the certification is considered to be in force:



18.4.1. The candidate must indicate that he or she gives consent to ESM or the partner releasing his or her results to persons or organizations conducting checks as to whether or not that candidate holds the certification.

19. Retention of Certified Status

- 19.1. ESM will only support the certification of an individual for as long as they meet the requirement to maintain a level of Continuing Education Units. This does not affect recognition of the individual by the accrediting entity.
- 19.2. Each instructor will be required to maintain 40 continuing education units per year.
- 19.3. Candidates will be required to maintain 25 continuing education units per year.
- 19.4. The schedule of Continuing Education Units is listed in Appendix G.

20. Review and Termination of Agreements

- 20.1. This agreement may be opened for review at any time by either ESM or a training partner. Until the agreement is back in force, the training partner's use of ESM material is suspended.
- 20.2. ESM reserves the right to reopen the agreement at any time in order to achieve a fair return for its efforts.
 - 20.2.1. Where such a requirement is being made, the next offered course by the partner will not be affected nor will this halt the delivery of the course.
- 20.3. This agreement may be terminated by any party given one calendar month's notice to the other party.
 - 20.3.1. Where the Partnering Organization chooses to terminate the agreement, it agrees that all ESM proprietary information, particularly course material and supporting documentation, is no longer available for use and must be returned.
- 20.4. Where ESM chooses to terminate the agreement, it will seek to do so in a way that does not disrupt the next following course unless there is a clear indication that the course is not going to be delivered in line with the accreditation standard. The agreement will extend beyond that next course where the course is loaded and within thirty days of the date of termination.



Appendix A – Security Associations Considered Credible

The following professional associations are currently considered to be credible:

ASIS - American Society for Industrial Security

CII – Critical Infrastructure Institute

CSIS – Canadian Society for Industrial Security

FASO- Federal Association of Security Officers

(ISC)2 – International Information Systems Security Consortium

Other professional associations may be added to the list upon request and verification that they possess the following:

- professional level education or certification criteria;
- an overseeing body responsible for the maintenance of the above;
- a continuous learning program; and
- A code of values and ethics.



Appendix B – Appeals Process (Redacted)

Step 1 – the candidate requests that the lead instructor reconsiders the evaluation, providing the basis and argument behind the request.

- The lead instructor may make one of the two following decisions:
 - Refuse to countenance the request and advise the individual that he or she can send the request to the Certification Body; or
 - Overturn the decision where it is evident that the individual has, in fact, met the requirements.
- This decision is to be based upon the merit of the argument as compared directly against the certification criteria.

Step 2 – Should the lead instructor refuse to countenance the decision, it may be referred directly to the Certification body. The following steps will be taken:

- The certification body will determine if the question aligns with the basis for certification;
- If the question aligns with the criteria for certification, the next step is determining whether or not the supporting argument provided by the candidate is sound. This will be done by the Scheme committee; and
- The results of the scheme committee shall be documented and referred back to the Certification body for final decision.

Step 3 – Based upon the recommendation of the Scheme committee, the Certification Body will make the final determination with respect to whether or not the individual will be certified. The decision is to be communicated to the individual, in writing, not more than thirty (30) days after the decision



Appendix C – Continuing Education Units

CEU's are generally arranged so that one hour of the activity described below counts for the equivalent of one CEU. The following table describes the maximum level of CPU's that can be assigned to one specific activity.

CEU	Item
15	Full time employment in the security field directly related to the certification
12	Full time employment in a security field that interacts with the area of certification
10	Part time employment (secondary role) in the Security, Business Continuity Planning or Emergency Preparedness role.
7.5	Successful completion of any Security, Business Continuity Planning or Emergency Preparedness course offered by a strategic partner or professional association listed above.
05	Publication of a whitepaper, discussion paper or similar documentation
05	Active Participation in a Security, Business Continuity, Disaster Recovery, or Emergency Preparedness Drill or Exercise (not tabletop)
03	Active participation in a Security, Business Continuity, Disaster Recovery, or Emergency Preparedness tabletop drill or exercise (table top).