

Code of Ethics for NDT Level III Personnel Certified by QCCO



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1. Preamble

In order to safeguard the life, health, property, and welfare of the public, to maintain integrity and high standards of skills and practices in the profession of nondestructive testing, the following rules of professional conduct shall be binding upon every person issued a certificate by QCCO as a Level III.

- 1.1. The Level III who holds a certificate is charged with having knowledge of the existence of the reasonable rules and regulations hereinafter provided for his/her conduct as QCCO Level III, and also shall be familiar with their provisions and understand them. Such knowledge shall encompass the understanding that the practice of nondestructive testing under this certification is a privilege, as opposed to a right, and the Level III shall be forthright and candid in statements or written responses to QCCO.
- 1.2. The "Level III" as referred to herein is that individual who has been issued a certificate by QCCO pursuant to its heretofore published requirements, rules, and procedures for such certification. This Code of Ethics is binding upon all individuals so certified.

2. Integrity

The Level III is obligated to act with complete integrity in professional matters for each client or employer as a faithful agent or trustee; shall be honest and impartial; and shall serve the public, clients, and employer with devotion.

3. Responsibility to the Public

The Level III shall protect the safety, health, and welfare of the public in the performance of professional duties. Should the case arise where the Level III faces a situation where the safety, health, and welfare of the public are not protected, he/she shall:

- 3.1 Apprise the proper authority if it is evident that the safety, health, and welfare of the public are not being protected; and
- 3.2 Refuse to accept responsibility for the design, report, or statement involved; and
- 3.3 If necessary, sever relationship with the employer or client; and

- 3.4 Undertake to perform assignments only when qualified by training and experience in the specific technical fields involved. In the event a question arises as to the competence of an Level III to perform an assignment in a field of specific discipline which cannot be otherwise resolved to the Ethics Committee's satisfaction, the Ethics Committee, either upon request of the Level III, or by its own volition, may require him/her to submit to an appropriate inquiry by or on behalf of the Ethics Committee; and
- 3.5 Be completely objective in any professional report, statement, or testimony, avoiding any omission which would, or reasonably could, lead to fallacious inference, finding, or misrepresentation; and
- 3.6 Express an opinion as a technical witness before any court, commission, or other tribunal, only when such opinion is founded upon adequate knowledge of the facts in issue, upon a background of technical competence in the subject matter, and upon an honest conviction of the accuracy or propriety of the testimony.

4. Public Statements

- 4.1 The Level III will issue no statements, criticisms, or arguments on nondestructive testing matters connected with public policy which are inspired or paid for by an interested party, or parties, unless he/she has prefaced the remark(s) by explicitly identifying himself/herself, by disclosing the identities of the party, on whose behalf he/she is speaking, and by revealing the existence of any pecuniary interest he/she may have in these matters.
- 4.2 The Level III will publicly express no opinion on a nondestructive testing matter unless it is founded upon adequate knowledge of the facts in issue, upon a background of technical competence in the subject matter, and upon honest conviction of the accuracy and propriety of the testimony.

5. Conflict of Interest

- 5.1 The Level III shall conscientiously avoid conflict of interest with the employer or client, but when unavoidable, shall forthwith disclose the circumstances to the employer or client.
- 5.2 The Level III shall promptly inform the client or employer of any business associations, interests, or circumstances which could influence his/her judgment or the quality of services to the client or employer.

- 5.3 The Level III shall not accept compensation, financial or otherwise, from more than one party for services on the same project, or for services pertaining to the same project, unless the circumstances are fully disclosed to, and agreed to, by all interested parties or their duly authorized agents.
- 5.4 The Level III shall not solicit or accept financial or other valuable consideration from material or equipment suppliers for specifying their products.
- 5.5 The Level III shall not solicit or accept gratuities, directly or indirectly, from contractors, their agents, or other parties dealing with the client or employer in connection with work for which he/she is responsible.
- 5.6 As an elected, retained, or employed public official, the Level III (in the capacity as a public official) shall not review or approve work that was performed by himself/herself, or under his/her direction, on behalf of another employer or client.

6. Solicitation of Employment

- 6.1 The Level III shall not pay, solicit, nor offer, directly or indirectly, any bribe or commission for professional employment with the exception of payment of the usual commission for securing salaried positions through licensed employment agencies.
- 6.2 The Level III shall seek professional employment on the basis of qualification and competence for proper accomplishment of work.
- 6.3 The Level III shall not falsify or permit misrepresentation of his/her, or his/her associates', academic or professional qualification. He/she shall not misrepresent or exaggerate the degree of responsibility in or for the subject matter of prior assignments.
- 6.4 Brochures or other presentations incident to the solicitation of employment shall not misrepresent pertinent facts concerning employers, employees, associates, joint ventures, or past accomplishments with the intent and purpose of enhancing qualifications and work.

7. Improper Conduct

- 7.1 The Level III shall not sign documents for work for which he/she does not have personal professional knowledge and direct technical supervisory control and responsibility.

7.2 The Level III shall not knowingly associate with, or permit the use of, his/her name or firm name in a business venture by any person or firm which he/she knows, or has reason to believe is engaging in business or professional practices of a fraudulent or dishonest nature

8. Unauthorized Practice

Any violation of this code shall be deemed to be an unauthorized practice and upon proper complaint, investigation, due process hearing and ruling of the Ethics Committee of the QCCO Certification Management Council in accordance with procedures heretofore established and published, sanctions may be applied to the individual(s) in violation.

9. Rulings of Other Jurisdictions

Conviction of a felony while QCCO certification is valid or the revocation or suspension of a Professional Engineer's License by another jurisdiction or similar rulings by other professional associations may be grounds for a charge of violation of this code.

Statements and Signature

By signature on this application, if certified by QCCO, I agree to abide by the Code of Ethics for Level III Personnel Certified by QCCO so long as I maintain a Certificate. Further, I understand the right of QCCO to suspend or revoke any Certificate granted if I abuse the privileges therein granted to me.

I understand that certifications which may result from this application do not constitute any form of license.

I hereby attest that all facts on this application are true and correct and no information which might be detrimental has been withheld. QCCO may make any inquiries necessary to determine my qualifications for certification. I agree to abide by the decision of QCCO relative to the granting of any Certifications as applied for herein.

For valuable consideration, the undersigned, having made application for Certification as Level III by QCCO, does hereby release and forever discharge QCCO from any and all liabilities, claims, demands, or causes of action whatsoever, which now exist or which may hereafter arise on account of the undersigned's activities henceforth as Level III certified by QCCO.

The undersigned further acknowledges that this release is being given as a prerequisite for having filed application for consideration by QCCO.

The undersigned further represents that if not certified by QCCO, then this release and discharge shall have no force and effect; otherwise, upon certification as set forth above, this release shall be binding on the undersigned and QCCO and any and all agents of QCCO in connection with such certification process. I have read and understand the attached transfer, cancellation and refund policy and understand that all application documents submitted to QCCO become the property of QCCO.

I authorize QCCO to publish my name, city, state, country, test methods, Levels and expiration dates of certification.

Signature of Applicant

Print Name of Applicant

Date