

Appendix A: Acknowledgments, Agreements, and Declarations
in Support of Application for Approval as a Provider
of a Personal Financial Management Instructional Course

(Application for Approval as a Provider of a Personal Financial Management Instructional Course)

Name of Provider: _____

The Provider hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements including, but not limited to, 11 U.S.C. §§ 109(h) and 111. The Provider also specifically assures, certifies, and agrees that:

1. It is in compliance with all applicable laws and regulations of the United States and each state, commonwealth, district, or territory of the United States in which the Provider seeks approval from the United States Trustee.
2. It will comply with the policies and directives of the United States Trustee and the Executive Office for United States Trustees, as may be issued from time to time.
3. It will make all records relating to the Provider's compliance with 11 U.S.C. § 111 available to the United States Trustee upon request and cooperate with the United States Trustee for any scheduled or unscheduled on-site visits and customer service audits, notwithstanding the existence of any contrary privacy policy or agreement.
4. It will cooperate with the United States Trustee and the Executive Office for United States Trustees and timely respond to any questions or inquiries concerning the Provider's operations and services.
5. It shall immediately notify the United States Trustee, in writing, of any material changes, including changes in the Provider's name, structure, principal contact, management, instructors, physical location, instructional course, fee policy, language services, or method of delivery.
6. It shall immediately notify the United States Trustee, in writing, of any changes that render inapplicable, inaccurate, incomplete, or misleading any statement it previously made in its application or related materials, as well as any statement to the United States Trustee.
7. It will seek permission from the United States Trustee by submitting an amended application before: engaging an independent contractor to provide an instructional course; making or implementing any increase or decrease in fees, contributions or payments received from debtors for an instructional course; making or implementing any change in its fee policy; any expansion into federal judicial districts; or making or implementing any material change in an instructional course or any change to its methods of delivery.
8. No member of the board of directors or trustees, officer, or supervisor is a relative of an employee of the United States Trustee; a panel trustee in any federal judicial district where the Provider is providing or is applying to provide an instructional course; or a federal judge or federal court employee in any federal judicial district where the Provider is providing or is applying to provide an instructional course.

9. Any fee, contribution, or payment received for an instructional course will be reasonable in amount, and it will provide the instructional course without regard to a debtor's ability to pay.
10. It will not disclose or provide to a credit reporting agency information concerning whether an individual has received or sought instruction concerning personal financial management from the Provider; nor sell information about the debtor to any third party without the debtor's prior written permission; nor expose the debtor to commercial advertising as part of the instructional course; nor market or sell financial products or services during the instructional course (though it may generally discuss all available financial products and services).
11. Any forms, agreements, contracts or other materials provided to a debtor will not limit the debtor's right to seek damages against the Provider, as set forth in 11 U.S.C. § 111(g)(2).
12. It will refer debtors for an instructional course only to Providers that are approved by the United States Trustee.
13. It will not enter into any referral agreements or receive any financial benefit that involves the Provider paying to or receiving from any entity or person referral fees or compensation for the referral of debtors to or by the Provider.
14. Any advertisement that refers to the United States Trustee's approval for the Provider to provide an instructional course in compliance with the Bankruptcy Code shall only be phrased in the following manner: ***"Approved to issue certificates in compliance with the Bankruptcy Code. Approval does not endorse or assure the quality of a Provider's services."***
15. It will not use the United States Department of Justice's seal, the United States Trustee's seal, the Bankruptcy Court's seal, or any seal of the United States or a likeness thereof.
16. It will send a certificate to the debtor, upon completion of an instructional course, no later than three business days after completion of the instructional course, and shall issue certificates only in the form approved by the United States Trustee and only from the Certificate Generating System maintained by the United States Trustee.
17. It consents to the release and disclosure of the Provider's name on the approved list and the publication of the Provider's contact information.

I HEREBY DECLARE under penalty of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

Signature of President, Chairman, Trustee, or Other
Authorized Official

Type or Print Name of Signer

Type or Print Title of Signer (if applicable)

Date