

STATE OF HAWAII  
HAWAII TOURISM AUTHORITY

**Qurator – Quality Assurance Certification**

A Responsible Tourism Program by:  
The Hawai'i Tourism Authority

<b>CERTIFICATION APPLICATION AGREEMENT; PROGRAM TERMS AND CONDITIONS</b>	
<b>I. INTRODUCTION</b>	
<p>This Application Agreement &amp; Program Terms document (this “Agreement”) the basis upon which The Hawai'i Tourism Authority (the “Administrator”) will evaluate how Applicants for participation in The Hawai'i Tourism Authority's Quality Assurance Program known as Qurator (the “Program”).</p> <p>The Administrator and Contractor have, after consultation with representatives of industry, community, and advocacy groups, created an evaluation program called “Qurator” to recognize and reward businesses who meet a set of minimum criteria established and approved by the Administrator.</p>	
<b>II. CERTIFICATION PROGRAM STAKEHOLDERS</b>	
<p><b>(A) APPLICANT</b> (“Applicant” or “You”) Formal Business Name:</p>	<p><b>(AA)</b> Phone: Email: Mailing Address:</p>
<p><b>(B) OVERSEEING STATE AGENCY</b> (the “State”):  <u>HAWAII TOURISM AUTHORITY</u> Program Duties:</p>	<p><b>(BB)</b> Phone: Email: Mailing Address:</p>
<p><b>(C) PROGRAM COORDINATION CONTRACTOR</b>  (“Contractor”):  <u>THE KILOHANA COLLECTIVE</u> Program Duties:</p>	<p><b>(CC)</b> Phone: Email: Mailing Address:</p>
<p><b>(D) CERTIFICATION PROCESS ADMINISTRATOR</b>  (“ADMINISTRATOR”):  <span style="background-color: yellow;">[?TBD?]</span> Program Duties:</p>	<p><b>(DD)</b> Phone: Email: Mailing Address:</p>
<b>III. CERTIFICATION DETERMINATION PROCESS</b>	

**A. APPLICATION:**

An Applicant must submit a completed and truthful Criteria Questionnaire to Administrator, via <https://www.qurator.travel>, to be eligible for Certification through the Program. Criteria Questionnaires are available online at <https://www.qurator.travel> There is no charge to participate in this program for any application submitted on or before 31 December, 2024.

**B. REVIEW AND SCORING:**

For each timely and completed Criteria Questionnaire submitted, Administrator shall review, score, and determine to whether it will deny or grant Certification to said Applicant. All Applicants will be scored using an automated standardized scoring system. Certification for overall achievement and/or recognition for excellence in particular fields shall be awarded to Applicants who meet for meeting certain fixed benchmark scores, as set by the program. Applicants who do not pass certification requirements may reapply in 60 days to be re-evaluated.

**C. DETERMINATION & NOTICE:**

Administrator shall report the results of the evaluation to the Administrator and Contractor and Applicant within 14-days of scoring. Administrator shall notify all Applicants in writing as to the result of their Certification Determination and as to the details of how their application was scored. Administrator's reporting of results and information to Contractor shall be restricted, and Contractor's access to information regarding Applicants, applications, and results shall be limited in accordance with the terms of this Agreement.

**D. APPEAL & REVIEW:**

Any Applicant shall be entitled to appeal any scoring decision or audit report by sending the State a written request for review within 30-days of Applicant's receipt of the document subject to the appeal. All appeals must contain a short written statement for each reason they believe their Score was improperly evaluated, and may attach reasonably limited written documentation for support. The appeal shall be considered by a three-member panel selected by HTA who shall make, and provide to Applicant, the State's final decision on the necessary issue(s) raised by the appeal.

**E. APPLICATION VERIFICATION AUDIT:**

Administrator may audit any and all answers provided in the Criteria Questionnaire, directly or indirectly, at any time, announced or unannounced, including consideration of publicly available information which was not provided by the Applicant as part of the Criteria Questionnaire process. Should the audit find substantial non-compliance with previously credited criteria scoring during a routine audit, or as the consequence of a complaint which would have resulted in non-certification of the Applicant, the program reserves the right to immediately suspend Applicant's certification until a full investigation and audit can be completed. Should the audit find substantial non-compliance with previously credited scoring which would not have changed the results of the certification application, Administrator or the State reserves the right to request a correction of the non-compliant criteria or perform a full investigation and audit of all criteria.

**F. POST-CERTIFICATION:**

Upon certification, Applicant is eligible for all benefits of the program, including but not limited to:

1. Free publicity, promotion, and marketing opportunities, including: (i) Press Release announcing Applicant’s Certification; (ii) Inclusion in the program’s distribution channels established by the Administrator or Contractor; (iii) potential announcement as a nominee and/or winner of Annual Awards and Honors for Certified businesses; etc.,
2. Limited license to use text, images, and collateral provided by the Administrator and Contractor to identify the Applicant as Certified by the Program, for a period of 1-year, beginning from the 1<sup>st</sup> of the month directly following the Applicant’s Certification Date.

**IV. EVALUATION CRITERIA**

**(A) CRITERIA CATEGORIES**

- **Environment:** Evaluates the applicant’s interaction with the natural world.  
(e.g.: carbon emissions, air, water, noise & light pollution, etc)
- **Equity:** Evaluates workforce development  
(e.g.: economic opportunity, representation, hiring, etc.)
- **Community Responsibility:** Evaluates responsiveness and responsibility toward Hawai’i residents  
(e.g.: charitable support, community involvement, etc.)
- **Safety:** Evaluates health and safety measures  
(e.g.: training, equipment, crime prevention, etc.)
- **Cultural Support:** Evaluates efforts made to promote Hawaiian culture  
(e.g.: story telling, exhibiting arts and performances, etc.)
- **Guest Experience:** Evaluates the quality of guest interactions  
(e.g.: communication, accessibility, review scores, etc.)

**V. PRIVACY, INTELLECTUAL PROPERTY & DATA USE**

**(A) CONFIDENTIAL INFORMATION POLICY:**

All information provided by or regarding any Applicant is “Confidential Information.” The Program is committed to maintaining the highest level of applicable and reasonable cyber and organizational measures to protect Confidential Information in its custody and has adopted policies and best practices for information and cyber security adapted from the National Institute of Standards and Technology (NIST) Special Publication 800-531 and International Organization for Standards (ISO) 270012, among other sources.

All material given or made available to the Contractor or Administrator by virtue of this contract which is identified as proprietary or confidential information and will be safeguarded by the Contractor and Administrator and shall not be disclosed to any individual or organization without prior written approval by the State.

All information, data, or other material provided by the contractor or the Administrator to the State is subject to the Uniform Information Practices Act, Chapter 92F, HRS.

**(B) INTERNAL USE OF APPLICANT INFORMATION AND PROGRAMATIC DATA:**

Data and text collected from individual Applicants will not be accessible to the Contractor, only the Score shall be transmitted. Aggregate data from all applicants shall be transmitted by the Administrator every 60 days to allow the State and Contractor to evaluate the efficacy of the overall program, modify criteria, and for marketing and comparative purposes.

**(C) OTHER PROGRAM USES OF APPLICANT INFORMATION:**

Contractor reserves the right to use the name and logo of successfully certified Applicants in their promotional materials designed for the public or to solicit potential new Applicants.

Administrator reserves the right to make Certifications and Applicant Scores available to the public. Scoring visible to the public will only indicate criteria where Applicant was successful, and omit criteria where Applicant was unsuccessful or Criteria which were Not Applicable to the Applicant's Business.

**(D) APPLICANT'S USE OF CERTIFICATION MARKS, ETC.**

Applicant agrees to display their Certification awards on their website and on their premises in a publicly visible location. The method and location of display are at the discretion of the Applicant.

Applicant agrees to notify their external sales channels that they have been certified by the Program and request that this information be publicly displayed alongside their product information on the sales channel's distribution system. The applicant is not responsible for the compliance or non-compliance of the sales channels with this request.

**VI. GENERAL TERMS & CONDITIONS**

**(A) Notice:**

All notices required by or concerning matters materially affecting this Agreement shall be made in writing and sent electronically or by U.S. Mail to the receiving Party's Mailing Address and/or Email Address, as specified in the Summary Terms. Notice shall be deemed effective upon delivery.

**(B) Complete Agreement; Modification:**

This Agreement, together with any other documents incorporated herein by reference and related schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Administrator reserves the right to make changes to these Terms and Conditions at any time without prior notice to uncertified Applicants. Certified Applicants will receive notice of updates and changes and will be given the opportunity to discontinue participation based on those changes, within the withdrawal guidelines outlined in this agreement.

**(C) Termination:**

Any Applicant may terminate and withdraw from this Agreement at any time by providing notice to Administrator in accordance with this Agreement. In the event of expiration or withdrawal by the Applicant, the Applicant agrees to remove all claims and materials, electronic and physical, indicating that the Applicant is certified by the Program within 14 days of the withdrawal notice.

In the event of withdrawal by the State, Contractor, or Administrator, the Applicant agrees to remove all materials and claims of certification, electronic and physical, within 14 days. If certification is withdrawn citing the Applicant's poor moral standing within the community, Applicant agrees to remove all materials and claims of certification within 7 days.

Should the program discontinue operations, Applicant agrees to remove all claims and materials, physical and electronic, of certification no more than 30 days after its scheduled expiration date.

In the event of withdrawal by the Administrator, all data shall be transmitted directly to their designated replacement, or if a replacement has not been identified, data shall be transmitted directly to the State. No data shall be accessible to the Contractor in this process.

**(D) Governing Law; Jurisdiction**

These terms and conditions are governed by the laws of Hawai'i, and any disputes arising from or relating in anyway to this Agreement shall be decided by a court of First Circuit, State of Hawaii, which shall have exclusive jurisdiction over all such matters.

**(E) Severability:**

If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.