TRAINING CENTER AGREEMENT **NATIONAL SAFETY COUNCIL** **DRIVER SAFETY TRAINING**

Company / Organization Name (the "Training Center"): _____	Customer of Chapter/Distributor? ☑ Yes ☐ No ☐ unknown (must check one) If yes, Chapter/Distributor Name: Metropolitan Safety Council ID# 243558
Company Key Contact Name: _____	Key Contact Email: _____
Company Street Address: _____	City / ST / ZIP: _____
Main Phone: (_____) _____ - _____ ext: _____	Company URL: _____ . _____

TRAINING CENTER TYPE		DRIVER SAFETY COURSE(S)		
☑ NEW		[ ] Alive at 25	[ ] Attitudinal Dynamics Driving (ADD)	[ ] DDC Online (reselling)
☐ EXISTING		☑ Defensive Driving Course (any Edition)	[ ] Chronic Offender	[ ] Other: _____
[ ] SUB-TRAINING CENTER***		[ ] Professional Truck Driver	[ ] SCARR	

1) TERM; AUTHORIZATION TO TRAIN; DEFINED TERRITORIES/AREAS

a) Defensive Driving Courses (DDCs) and Driver Safety Training are used synonymously within this agreement.
b) This Agreement is between National Safety Council ("NSC") and the above named "Training Center". This Agreement has an initial term of two years beginning on the Effective Date. At the end of the initial term, this Agreement will automatically renew for additional and consecutive two-year terms until a revised agreement is signed or either NSC or the Training Center provides written notice of cancellation to the other party as provided in paragraph 9, below, or the Agreement is terminated due to a party's breach or default.
c) Training Center agrees to order all necessary NSC course materials as part of the NSC Training Center authorization process. Training Center agrees not redistribute nor resell NSC product materials to other entities at any time for any reason. Training Center agrees that it will only use NSC DDC programs for driver training purposes.
d) Training Center agrees to teach only NSC Driver Safety Training indicated in this Agreement. Training of additional NSC Driver Safety Training courses requires the prior written consent of NSC *and* will require an updated NSC Driver Safety Training Center Agreement.
e) Training Center is authorized to provide NSC DDC training only as defined below:

☐ As a *Private* Training Center, training to its employees, contractors, or customers of the company and within the following areas

(list states / counties / parishes): _____.

OR

☐ As a *Public* Training Center, training to the general public within the following areas & purpose

(list states / counties / parishes): _____;

(*Public* Training Center purpose): _____.

Training Center may not promote, provide or solicit Defensive Driving Course or Driver Safety training outside of the areas listed above without NSC's prior written permission.

TRAINING CENTER IS NOT AUTHORIZED TO TRAIN DRIVERS OF TRAFFIC COURTS NOR GENERAL PUBLIC DRIVERS PARTICIPATING IN THEIR STATE'S MOTOR VEHICLE DEPARTMENT PROGRAM(S) UNLESS EXPRESSLY DEFINED ABOVE IN SECTION "PUBLIC TRAINING CENTER PURPOSE".

2) COMPLIANCE

a) Training Center understands the necessity for standardization of teaching methods and techniques in a training program of this kind. The Training Center agrees to teach NSC Driver Safety courses in a professional manner that is in strict compliance with the provisions detailed in NSC *DDC Administrative & Instructional Reference Guide* (as revised from time to time – provided by NSC upon request).
b) Training Center shall comply with all applicable governmental rules, regulations, laws and ordinances ("Governmental Laws"). NSC is not responsible for providing the Training Center with such governmental laws.
c) NSC reserves the right to disapprove the Training Center's classrooms and/or locations should NSC deem them not acceptable.
d) NSC may monitor/audit the Training Center's training sessions, and if a course is not being taught as required by NSC, this Agreement may be terminated. NSC may offer an opportunity to cure but such an opportunity is at the sole discretion of NSC.

3) INSTRUCTOR SUPERVISION

a) Training Center agrees that their Driver Safety Instructors will abide by the NSC Instructor Agreement detailed at www.nsc.org/ddc/ia.
b) Training Center agrees to train drivers only using active, "currently registered", NSC-certified instructors and understands that individuals who wish to become NSC Driver Safety Instructors must successfully complete the NSC Instructor Certification process.
c) Training Center agrees to pay all annual instructor recertification fees prior to their expiration. Once expired, the Training Center agrees to pay a $45 reinstatement fee if they choose to reinstate an instructor. Expired Instructors can only be reinstated within 12 months of expiration; expired instructors beyond 12 months requires instructors to be retrained.

4) COPYRIGHTED MATERIALS

a) Training Center acknowledges and agrees that NSC Driver Safety Training courses are the intellectual property of NSC, and that the Training Center acquires no right, title or interest in the courses by acting as a Training Center, except as to rights specifically granted by NSC in writing. The Training Center understands that all NSC Driver Safety Training Course materials are copyrighted, and that reproduction of these copyrighted materials in any form is strictly prohibited by law. Any unauthorized reproduction of NSC copyrighted materials shall be a material breach of this Agreement allowing NSC to immediately terminate this Agreement for cause and NSC may seek any remedy allowed by law.
b) Training Center acknowledges that NSC is the sole owner of the trade names, trademarks and logos used by NSC (the "Marks") and agrees to fully abide by NSC policies in the use of such Marks. The most current usage policy of NSC Marks can be found on www.nsc.org.
c) Training Center agrees that all references to NSC courses, in print or otherwise, made by or on behalf of the Training Center shall indicate the source of the NSC courses by referring to them as "the National Safety Council Driver Safety Training Course(s)."

5) PAYMENTS

a) Training Center agrees to pay all invoices in full by the invoice due date. If an Invoice is inaccurate, the Training Center agrees to expeditiously work with NSC to resolve the inaccuracy and to pay all amounts not in dispute by the invoice due date. NSC cannot fulfill new orders if any Training Center Invoice exceeds 60 days past due.
b) Training Center agrees to pay NSC for products and services at the then current published NSC Driver Safety Training Catalog Price unless other terms/pricing have been mutually agreed upon in writing by NSC.
c) Training Center agrees to order all NSC course materials directly from NSC (or the Training Center's assigned NSC Chapter/Distributor).

6) [☑ **SUB-TRAINING CENTER*** (only check box if applicable)**

a) If the Training Center falls within an NSC Chapter/Distributor territory, the Training Center will be deemed a "Sub-Training Center" under an NSC Chapter / Distributor (ensure the name and ID# of the Chapter / Distributor is provided in the top section of this Agreement).

b) Sub-Training Center will provide NSC Driver Safety Training within the same assigned area as the Chapter/Distributor listed above, and will adhere to all items defined in this Training Center Agreement, except that as a Sub-Training Center, under a Chapter/Distributor, the Sub-Training Center agrees to:

i) Purchase NSC products and services through their Chapter/Distributor;

ii) Pay the Chapter / Distributor for NSC products and services;

iii) Provide class schedules and completion reports upon request to NSC/Chapter/Distributor.

7) **OBLIGATIONS OF NSC CHAPTER/DISTRIBUTOR TO SUB-TRAINING CENTER**

The NSC Chapter/Distributor shall act as the liaison between NSC and Sub-Training Center by providing the same services to Sub-Training Center as NSC has agreed herein to provide to a Training Center.

8) **ASSIGNMENT**

The Training Center or Sub-Training Center may not assign this Agreement without the prior written consent of NSC, which NSC may not accept for any reason.

9) **TERMINATION**

a) Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party.

b) NSC may terminate this Agreement for cause upon notice to the Training Center upon any breach or default hereunder which is not cured to NSC satisfaction within five (5) days of written notice; provided however NSC shall not be obligated to provide a cure for any breach which is the same or substantially similar to a prior breach.

c) Notwithstanding anything to the contrary, NSC, in its sole and absolute discretion may terminate this Agreement immediately for cause upon notice to Training Center if (i) Training Center or Sub Training Center breaches this Agreement and NSC determines that such breach is not capable of cure or such breach puts persons or property at risk, as solely determined by NSC, or (ii) any act or omission of the Training Center or Sub Training Center does or has the potential to impugn, harm, or impair the reputation of NSC, as solely determined by NSC.

d) If this Agreement is terminated by NSC, NSC may elect to step into the role of the Training Center.

10) **POST-TERMINATION OBLIGATIONS (upon the termination or expiration of this Agreement):**

a) If NSC revokes a Training Center's status or otherwise terminates this Agreement, NSC reserves the right (but not the obligation) to alert other providers and other agencies of such status, and Training Center hereby releases NSC from any obligation or liability;

b) The Training Center or Sub-Training Center shall immediately cease teaching all NSC courses and cease using any NSC course materials;

c) The Training Center or Sub-Training Center shall not thereafter directly or indirectly represent itself as authorized to teach NSC courses;

d) The Training Center or Sub-Training Center shall immediately cease to use, directly or indirectly, in advertising or in any other manner whatsoever, the Marks, symbols, and other identifying characteristics or indicia of NSC, NSC courses, and the Training Center or Sub-Training Center shall not thereafter teach, or cause to be taught, a driver safety course under any name or logo likely to be confused with NSC or NSC courses;

e) The Training Center or Sub-Training Center shall pay all sums owed to NSC within 10 business days of the written notice of termination;

f) The Training Center or Sub-Training Center shall pay all reasonable costs and damages incurred by NSC due to Training Center's or Sub-Training Center's breach or default, including but not limited to accounting and legal fees.

11) **ENTIRE AGREEMENT. This Agreement contains the entire agreement with respect to the matters contained herein; no oral or previously signed written agreements shall be valid.**

12) **WARRANTIES:** NSC MAKES NO EXPRESS WARRANTIES AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL NSC BE LIABLE TO THE TRAINING CENTER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, FOR INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFIT, REVENUES OR USE, DIMINUTION IN VALUE, COST OF SUBSTITUTE PRODUCTS, DOWNTIME COSTS, OR CLAIMS OF THE TRAINING CENTER'S CLIENTS/CUSTOMERS EVEN IF NSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13) **INDEPENDENT CONTRACTOR:** The Training Center is an independent contractor of NSC solely responsible for the manner and form in which it performs hereunder, and this Agreement shall not be construed to create any partnership, joint venture, employee, or agency relationship between the Training Center and NSC for any purpose. The Training Center has no authority (and shall not hold itself out as having authority) to bind NSC and the Training Center shall not make any agreements or representations on NSC's behalf without NSC's prior written consent.

14) **MISCELLANEOUS:** No modification or waiver of this Agreement, or any part hereof, shall be effective unless in writing and signed by the parties hereto. The headings and titles used in this Agreement have been inserted for convenience of reference only and are to be ignored in any construction or interpretation of the provisions hereof. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall not affect any other provision thereof, or the validity of enforceability of this Agreement. NSC's rights and remedies are cumulative, not exclusive and in addition to any rights and remedies, at law, in equity, under this Agreement or otherwise.

ACCEPTANCE. The undersigned acknowledges and agrees that this Agreement is not binding upon the parties until an authorized representative of NSC signs this Agreement below.

Name of Executive at Training Center: _____ Title of Training Center Executive: _____

Signature of Training Center Executive: _____ Date of Signature _____ / _____ / _____

Name and Title of Authorized NSC Agent: _____ Signature of Authorized NSC Agent: _____

(IF Sub-Training Center) Signature of Executive at Authorized Chapter/Distributor: _____

Effective Date _____ / _____ / _____