



**Application for Licensing of Continuing Education Courses**



**Membership Discount Code (MDC):** \_\_\_\_\_

\*The Member Discount Code (MDC) ensures that members of Regional Payments Associations receive the benefit of member pricing. You must indicate an MDC code for the current year to register at a member rate. Please contact your Regional Payments Association for more information.

<b>Section I: Sponsoring Organization</b>	<p><b>Sponsoring Organization:</b> _____</p> <p><b>Contact Person:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Company:</b> _____</p> <p><b>Street Address:</b> _____</p> <p><b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____</p> <p><b>Phone:</b> _____ <b>Fax:</b> _____</p> <p><b>Email:</b> _____</p>		
<b>Section II: Continuing Education Course Information</b>	<p><b>Program Title:</b> _____</p> <p><b>Program Date(s):</b> _____</p> <p><b>Program Location(s):</b> _____</p> <p><b>Length (minutes):</b> _____</p> <p><b>Program Instructor:</b> _____</p> <p><b>Program Category:</b> _____ <b># of AAP Credits:</b> _____</p>		
<b>Section III: Payment Information</b>	<p><b>This form must be accompanied by a timed program agenda outlining specific course content and a course registration fee of \$95 per continuing education credit.</b></p> <table border="1" style="width: 100%;"> <tr> <td style="background-color: #cccccc;"><b>1. Payment by ACH Credit</b></td> </tr> <tr> <td> <p>ACH Credit Effective Entry Date: _____ / _____ / _____ <i>(Must be initiated by Exhibitor)</i></p> <p>UPIC Routing &amp; Transit #: 021052053; NACHA Account #: 59058945. Use CCD format. Include in Company/Batch Header Record: (1) Name of company in "Company Name" field. (2) Last name and first initial of contact in "Company Discretionary Data" field. (3) "AAPLIC" in the "Company Entry Description" field</p> </td> </tr> </table>	<b>1. Payment by ACH Credit</b>	<p>ACH Credit Effective Entry Date: _____ / _____ / _____ <i>(Must be initiated by Exhibitor)</i></p> <p>UPIC Routing &amp; Transit #: 021052053; NACHA Account #: 59058945. Use CCD format. Include in Company/Batch Header Record: (1) Name of company in "Company Name" field. (2) Last name and first initial of contact in "Company Discretionary Data" field. (3) "AAPLIC" in the "Company Entry Description" field</p>
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**2. Credit Card**

Visa     MasterCard     Discover     American Express    **Payment Amount:** \_\_\_\_\_

Acct #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3-4 Digit Security Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

Billing Address: \_\_\_\_\_

**3. Check**

Enclosed is a check (made payable to NACHA) for \$ \_\_\_\_\_

Payment Address: NACHA, 2550 Wasser Terrace, Suite 400, Herndon, VA 20171

Checks will be accepted only if written on U.S. dollar accounts drawn on U.S. banks.

**NACHA reserves the right to grant or refuse this Application at its sole discretion. If Application is not accepted, your payment will be refunded.**

## Section IV: AAP Continuing Education License Agreement

Upon acceptance of this Application, NACHA will grant to Sponsoring Organization (as defined above) a nonexclusive, nontransferable license to use the "Accredited ACH Professional" and "AAP" service marks (Marks) in its name in connection with the services listed above. This document shall then serve as the Licensing Agreement, and Sponsoring Organization accepts the license subject to the following terms and conditions:

### 1. Ownership of Marks

Sponsoring Organization acknowledges that NACHA owns the Marks, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by Sponsoring Organization shall inure to the benefit of and be on behalf of NACHA. Sponsoring Organization agrees that nothing in this License shall give Sponsoring Organization any right, title or interest in the Marks other than the right to use the Marks in accordance with this License.

### 2. Quality of Standards

Sponsoring Organization agrees that the nature and quality of: all services rendered by Sponsoring Organization in connection with the Marks; all goods sold by Sponsoring Organization under the Marks; and all related advertising, promotional and other related uses of the Marks by Sponsoring Organization shall conform to standards set by, and be under the control of, NACHA.

### 3. Quality Maintenance

Sponsoring Organization agrees to cooperate with NACHA in facilitating NACHA's control of such nature and quality, to permit reasonable inspection of Sponsoring Organization's operation, and to supply NACHA with specimens of all uses of the Marks upon request. Sponsoring Organization shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

### 4. Form of Use

Sponsoring Organization agrees to use the marks only in the form and manner and with appropriate legends as prescribed from time to time by NACHA, including:

- (a) Sponsor is not authorized to use the logo for any programs or services other than those named within this Licensing Agreement
- (b) Sponsor agrees to display the officially recognized <sup>TM</sup> next to the upper right-hand corner of the AAP logo used in its authorized materials and, upon notice by NACHA, replace the <sup>TM</sup> with the registration mark ® on all materials. The Sponsor further agrees to include the following sentence immediately after the AAP logo with no intervening verbiage between the logo and the statement:

"Approved for AAP renewal credit by the National Automated Clearing House Association."

- (c) Sponsor agrees that the logo will not be positioned so as to imply an endorsement by NACHA or NACHA's AAP Blue Ribbon Panel for the Sponsor's program(s).

### 5. Infringement Proceedings

Sponsoring Organization agrees to notify NACHA of any unauthorized use of the Marks by others promptly as it comes to Sponsoring Organization's attention. NACHA shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

### 6. Term

This Agreement shall continue in force and effect for one (1) year unless sooner terminated as provided for herein. This agreement may be renewed automatically, provided that NACHA has received a written request for a continuation of this license agreement appropriate licensing fees from Sponsoring Organization prior to the termination of the one-year license period and has granted the same.

**7. Termination for Cause**

NACHA shall have the right to terminate this Agreement upon thirty (30) days written notice to Sponsoring Organization in the event of any affirmative act of insolvency by Sponsoring Organization, or upon the appointment of any receiver or trustee to take possession of the properties of Sponsoring Organization or upon the winding-up sale, consolidation, merger or any sequestration by governmental authority of Sponsoring Organization, or upon breach of any of the provisions hereof by Sponsoring Organization.

**8. Effect of Termination**

Upon termination of this Agreement Sponsoring Organization agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the good will connected therewith shall remain the property of NACHA.

**9. Interpretation of Agreement**

It is agreed that this Agreement may be interpreted according to the laws of the Commonwealth of Virginia, United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**NACHA**

**SPONSORING ORGANIZATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**10. Submission of Application**

Completed applications and processing fees should be forwarded to:

Tryann Delaney  
Director, Accreditation  
National Automated Clearing House Association  
2550 Wasser Terrace, Suite 400  
Herndon, VA 20171  
Phone: (703) 561-1100  
Fax: (703) 787-0996

**Section V: NACHA Approval (For NACHA Use Only)**

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Application:  Approved  Denied (Reason: \_\_\_\_\_)

Expiration Date of License: \_\_\_\_\_

\* \* \* \* \*

Request for Renewal Received?  Yes (Date: \_\_\_\_\_)  No

Renewal Fee Received?  Yes (Date: \_\_\_\_\_)  No

Renewal of Application:  Approved  Denied (Reason: \_\_\_\_\_)

Expiration Date of License: \_\_\_\_\_

# ACCREDITED ACH PROFESSIONAL PROGRAM

## APPLICATION FOR LICENSING OF CONTINUING EDUCATION COURSES

### General Guidelines

Organizations desiring to sponsor their courses, seminars, and training sessions as eligible for AAP continuing education credit are required to submit this completed application and required processing fee to NACHA for approval. The request for licensing of courses as eligible for AAP credit must be submitted at least four weeks prior to the scheduled event. An agenda/schedule for the program must accompany the completed application.

NACHA's licensing of courses, seminars, and training sessions is based on a review of each program's proposed subject matter to verify that it fits the topical criteria for AAP renewal credit as defined by the AAP Program Policies, and for a sponsoring organization's and proposed speakers' compliance with the AAP Code of Conduct and NACHA's Code of Conduct. NACHA reserves the right to grant or refuse this application at its sole discretion. NACHA will notify the sponsoring organization of approval or denial of licensing within three weeks of receipt of the completed application and processing fee. These fees will be refunded for any course that is denied approval for AAP continuing education credit. Regional Payments Associations are exempt from the licensing fee required by this application. However, they are required to sign this agreement and abide by its terms.

Each 50-minute session will qualify for one AAP renewal credit. Workshops, lectures, seminars, and presentations in qualified topic areas are eligible for AAP renewal credit. AAPs are required to maintain documentation on continuing education credit earned. Written documentation of attendance at an AAP renewal credit activity must be provided to AAPs.

### AAP Continuing Education Program Categories

Only educational activities covering ACH and related payments issues may be eligible for AAP renewal credits. Eligible topic areas are covered in the AAP Handbook and the NACHA Operating Rules and include the following six general ACH topic areas:

#### **General Payment Overview/Comparative Payment Systems**

- The ACH Network
- Check Processing
- Wire Transfer Payments
- Card Payments

#### **Marketing & Products**

- ACH Marketing Strategies
- ACH Products and Applications
  - Direct Deposit
  - Direct Payment
  - Point-Of-Sale
  - Corporate-to-Corporate Payments/Financial EDI
  - Cash Concentration/Disbursement
- Developing Applications
  - Electronic Check Applications
  - Electronic Benefits Transfer
  - Cross-Border Payments
  - The Internet

#### **Risk Management**

- ACH Risk Identification
- ACH Risk Control
- Contingency Planning
- Audit Issues
- Data Security

**Rules & Regulations**

- NACHA Operating Rules
- NACHA Operating Guidelines
- Federal Government ACH Payments
- Federal and State Regulations
  - Regulation E
  - Uniform Commercial Code Article 4A
  - Federal Reserve Bank Operating Circulars
  - Office of the Comptroller of the Currency Banking Circular 235
  - Regulation D
  - Regulation CC

**Operational Process/Flow**

- ACH Origination
- ACH Receipt
- Settlement
- Exception Processing
  - ACH Returns
  - Rejected Entries
  - Notifications of Change
  - Reversals
  - Reclamations

**Technical Standards/Formats**

- File Exchange Specifications
- ACH Record Format Specifications
- Specifications for Data Acceptance
- Minimum Description Standards
- Return Entries
- Notifications of Change
- Acknowledgment Entries
- Rule Compliance Audit Requirements
- Compensation Rules
- Arbitration Procedures

**Continuing Education Course Licensing Fee**

A fee of \$95 per continuing education credit must accompany each application. This fee covers administrative costs associated with reviewing and processing applications for licensing of the AAP logo for continuing education programs. These fees will be refunded for any course that is denied approval for AAP continuing education credit.

**No Endorsement of Program Content**

In granting the Sponsoring Organization a non-exclusive license to utilize the AAP logo, no endorsement of either the content or the accuracy of any information provided in any continuing education courses, seminars, or training sessions is made by NACHA or the AAP Blue Ribbon Panel.

**Submission of Applications**

Completed applications and processing fees should be forwarded to:

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