



On-Water Skills Course Third-Party Conformity Assessment Procedure For Award of 'Verified Course' Mark

I. Statement of Introduction

The National Association of State Boating Law Administrators (NASBLA) is committed to serving the boating public by providing a process of impartial verification to ensure that boating skill courses conforming to one or more American National Standards for on-water boating skills is uniformly recognized. Verification through this third-party conformity assessment process identifies consistent products to be offered to the public and provides a method to ensure the ongoing integrity of a verified course is maintained.

This procedure contains requirements for full implementation of a voluntary third-party conformity assessment process to verify on-water skills courses which meet published American National Standards for power, human-propelled, or sail recreational boating. This procedure includes: statement of verification terms and conditions for third-party conformity assessment; materials required for course provider application; evaluation methodology including composition of the Verification Body and review procedures; criteria for the issuance of and use of the Verified Course mark; and a procedural appeals process.

This procedure is designed to conform to the following international standards for verification of third-party conformity assessment activity:

- ISO/IEC 17000:2004: Conformity assessment – Vocabulary and general principles
- ISO/IEC 17007:2009: Conformity assessment – Guidance for drafting normative documents suitable for use for conformity assessment
- ISO/IEC 17030:2003: Conformity assessment – General requirements for third-party marks of conformity

- ISO/IEC 17065:2012: Conformity assessment – Requirements for bodies certifying products, processes and services
- ISO/IEC Guide 23-1982: Methods of indicating conformity with standards for third-party certification systems
- ISO Guide 27-1983: Guidelines for corrective action to be taken by a certification body in the event of misuse of its mark of conformity

II. Definitions

American National Standard (ANS): Designation received by Standards Developer Organizations for candidate standards developed following rigorous essential requirements under the oversight of the American National Standards Institute.

American National Standards Institute (ANSI): ANSI promotes and facilitates the creation of voluntary consensus standards and conformity assessment systems, and safeguards their integrity through accreditation of standards developer organizations. Through ANSI processes, American National Standards are designated.

Certificate of Course Completion: means a document issued to persons successfully completing a Course.

Course: means and refers to a recreational boating course of instruction or training, including all documents and materials submitted as part of an application for third-party verification of compliance to an American National Standard.

Course Provider: means and refers to a party, including a state, submitting an application verification of an on-water course and, after approval or sanction, providing that course in compliance with the applicable American National Standard.

Notice of Course Verification: means and refers to an official letter issued by NASBLA when, as assessed during the review process, the submitted content of the course conforms to the American National Standard for on-water skills.

State: means a state, commonwealth, federal district, or territory of the United States or, if outside the United States, another regulating jurisdiction.

Third-Party Conformity Assessment: a defined process by which a neutral third party takes the necessary steps to determine that product complies with a designated American National Standard.

Third-Party Conformity Assessor: for purposes of this procedure, the National Association of State Boating Law Administrators.

Verification Body: for purposes of this process, the National Association of State Boating Law Administrators (NASBLA); the appointed 5-member review team.

Verified Course Reviewer: A person who has subject expertise and has been trained to review course content to determine whether or not it meets the applicable American National Standard as requested/submitted by a course provider.

Verified Course Mark: A symbol or logo used to identify a course that has been verified by an authorized third party. These markings can be used by the course provider as a marketing tool to distinguish their course from those that have not undergone a third-party review of conformity to an American National Standard for power, human-propelled, or sail recreational boating.

Verified course requirement: specified course or process requirements that are fulfilled by the course provider as a condition of establishing or maintaining third party verification. Examples of process requirements include, but are not limited to, completing the course verification application, adhering to a statement of terms and conditions for the time period in which the verification is active, and submitting the required participation data.

III. Verification Requirements

Application

NASBLA will serve as a third party conformity assessment entity to review boating courses to determine if a course meets the following American National Standards:

ABYC/EDU-1 – On-Water Skills Training – Power

ABYC/EDU-2 – On-Water Skills Training – Human Propelled

ABYC/EDU-3 – On-Water Skills Training – Sail (ANSI approval pending)

Course providers may voluntarily request third-party verification. There is no requirement to do so. Those seeking NASBLA review and verification of a course must first complete and submit the Verified Course application package in both electronic and hard copy formats, including all referenced appendices. Partial or full fees may apply if courses previously submitted, but not meeting verification requirements, are re-submitted. A statement of fees, along with all application documents, is posted on the NASBLA website.

IV. Use of 'Verified Course' mark of conformity

In order to ensure the integrity of this voluntary conformity assessment process, NASBLA, within its role as the third-party verifier, shall exercise control over authorization, use and display of the Verified Course mark and any other mechanisms for indicating a course is verified

which have been issued as a result of this process. This does not restrict other third-party entities from performing third-party conformity assessment processes.

Incorrect references to the Verified Course mark issued pursuant to this procedure found in documentation or other publicity, shall be dealt with by suitable action. Such actions can include corrective actions, withdrawal of verification, publication of the transgression and, if necessary, legal action.

A course provider which has been awarded a 'Verified Course' mark may indicate such using these words: ***'The content of this course conforms to the American National Standard for on-water skills as verified through an independent third-party assessment process.'***

No state, commonwealth, district or U.S. Territory is required by NASBLA to recognize, accept, or endorse any course that has received the Verified Course mark.

V. Verification Terms and Conditions

In submitting the course verification application, the Course Provider agrees to the terms and conditions as presented in *Appendix A – Verification Terms and Conditions Agreement*.

V.1 Additional Considerations

NASBLA retains all rights to the 'Verified Course' processes and related logos and marks bearing the NASBLA copyright which are described or issued pursuant to these procedures. NASBLA reserves the right to routinely monitor courses bearing this mark for content changes and continued adherence to the terms and conditions of the Verified Course program.

When reviewing a course, NASBLA completes a review of submitted course materials and documentation to ensure course content is consistent with the referenced American National Standard. The review of information for a "Verified" course is very specific in nature and does not address subjects outside of the specific American National Standard. NASBLA urges Course Providers to adopt best practices in their business model and to adhere to the highest standards of instructor training and performance. Such best practices and compliance with instructional standards is outside the scope of this assessment process.

Upon successful completion of the verification process, NASBLA will assign a uniquely identifiable 'Verified Course' mark to identify the course meets the applicable American National Standard. In its role as the verification body, NASBLA shall exercise the control as specified by the verification scheme over ownership, use and display of the issued marks of conformity, and any other mechanism for indicating a product is verified. *See Section IV. Use of 'Verified Course' mark of conformity.*

The course provider shall retain all ownership and copyright to any materials submitted for review of the verified course process.

VI. Changes Affecting Verification

The course will remain 'Verified' until the provider modifies the existing course or the applicable American National Standard changes. Should the applicable American National Standard change, NASBLA will notify the Verified Course Provider. Should either of these events occur, the course in its original form shall no longer be deemed to be 'Verified.' The course provider if so desired, may resubmit the course for review subject to the new standard and terms and conditions existing at the time of application.

VI.1 Termination / Reduction, Suspension or Withdrawal of Verification

When a nonconformity with verification requirements is substantiated, either as a result of surveillance, change of applicable standard, or otherwise, NASBLA shall consider and decide upon the appropriate action. As an initial step, NASBLA shall make efforts to notify the course provider in writing (electronic notice is acceptable) in order to inform the course provider of the nonconformity. The communication shall include the rationale for executing the appropriate action. Appropriate action(s) can include the following:

- Continuation of verification under conditions specified by NASBLA (e.g. increased surveillance or documentation);
- Reduction in the scope of verification to remove nonconforming product variants;
- Suspension of the verification pending remedial action by the Course Provider;
- Withdrawal of the verification.

If verification is terminated, suspended, or withdrawn, NASBLA shall take actions specified by the verification agreement and shall make all necessary modifications to formal verification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be verified. If a scope of verification is reduced, NASBLA shall take actions specified by the verification agreement and shall make all necessary modifications to formal verification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of verification is clearly communicated to the course provider and clearly specified in verification documentation and public information.

In the event of the Course Provider's violation of the terms outlined in this document, NASBLA shall have the right to revoke the "verification" of the indicated course(s). The Course Provider shall promptly remove, and shall certify in writing to NASBLA that it has removed, all statements indicating course verification including removal of the "Verified Course" designation and logo from its website(s), social media formats and/or any and all materials which may give the public the impression that the said course continues to be "Verified" under this process.

The Course Provider shall be allowed to retain records of previously issued course completions that bear the "Verified" logo or reference.

If verification is terminated, suspended or withdrawn, NASBLA shall assign one or more persons who are competent in their knowledge and understanding of all aspects of the verification process to formulate and communicate the following to the Course Provider:

- Actions needed to end suspension and restore verification for the product(s) in accordance with the verification agreement; and
- Any other actions required by the verification agreement.

Any evaluations, reviews or decisions needed to resolve the suspension or termination shall be completed in accordance with the applicable parts of the verification agreement.

If verification is reinstated after suspension, NASBLA shall make necessary updates or modifications to formal verification documents, public information, authorizations for use of marks, etc., in order to ensure appropriate recognition of verification. If a decision to reduce the scope of verification is made as a condition of reinstatement, then NASBLA shall make all necessary modifications to formal verification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of verification is clearly communicated to the course provider and clearly specified in verification documentation and public information.

VII. Materials To Be Supplied For Review

The Course Provider will complete the list of information and materials required for review as presented in *Appendix B – Materials to be supplied for review*. A Verified Course mark shall not be awarded unless terms and conditions are accepted and all required documents are provided.

VIII. Review Process Impartially

NASBLA is committed to providing impartial verification activities to ensure that all courses meet the applicable American National Standards so that consistent quality products are offered to the public and the integrity of a verified course is maintained. NASBLA shall be responsible for the impartiality of its verification activities and shall not allow commercial, financial or other pressures to compromise impartiality.

NASBLA shall identify risks to its impartiality on an ongoing basis. This shall include those risks that arise from its activities, from its relationships, or from the relationships of its personnel. However, such relationships may not necessarily present a risk to impartiality. If a risk to impartiality is identified, NASBLA shall demonstrate how it will eliminate or minimize such risk. This information shall be made available to any person upon written request.

NASBLA shall not:

- be the designer of a course receiving the Verified Course mark under this process; or
- offer or provide consultancy to its clients other than officially as part of the verification process. This does not preclude the possibility of exchange of information (e.g. explanations of findings or clarifying requirements) between NASBLA and Course Provider applicants or the use of products and references produced by Course Provider applicants which are deemed necessary based on recognized Best Practices for the operations of the verification process.

NASBLA shall ensure that activities of separate legal entities, with which the verification body or the legal entity of which it forms a part has relationships, do not compromise the impartiality of its review. Personnel shall not be used to review or make a verification decision for a course for which they have provided consultancy or paid services within the 24-month period prior to the date the course is submitted for review.

All verification body personnel (either internal or external) or committees who could influence the verification activities shall act impartially. NASBLA shall take action to respond to any risks to its impartiality, arising from the actions of other persons, bodies or organizations, of which it becomes aware.

VIII.1 Management of competency for personnel involved in the verification process

NASBLA shall establish, implement and maintain a procedure for management of competencies of personnel involved in the verification process. The procedure shall require the verification body to determine the criteria for the competency of personnel for each function in the verification process, taking into account the requirements of the schemes. Prior participation of potential Verification Body personnel with the National Standard Evaluators Program as developed under the National On-Water Standards Validation Project is preferred but not necessary.

Verification body personnel members shall meet the following minimum criteria:

- Have had formalized training and prior certification as an instructor or instructor trainer from a nationally recognized organization. The instructor training certificate need not be current nor shall the member be required to hold current membership status in the certifying or any other organization.
- Verification body members selected for review of a specific application shall not be in governance, management, training unit, board member positions (paid or volunteer) or, within the 24-month period prior to Course Provider application, have any financial stake in the organization which has submitted a course for validation.
- To ensure that there is no conflict of interest, personnel (including those acting in a managerial capacity) who have provided paid consultancy for a course provider, or are employed or employed by a course provider within the previous 24-month period, shall not be used by the verification body to evaluate or review a course submitted by a client within two years following the end of the consultancy or employment.

NASBLA will identify the training needs of the verification body and provide guidance, policies, procedures, and/or training programs on verification processes, methodologies, activities and other relevant verification scheme requirements to the members.

Verification Body members will be required to successfully complete verification procedure training (live, written, or web based) for each appropriate discipline. At minimum, the member must attend this training prior to serving as a Verification Body member and every three years, or more often if the applicable American National Standards change.

NASBLA will demonstrate that the personnel have the required competencies for the duties and responsibilities they undertake by documenting the required competencies and authorizing individual personnel for specific functions in the verification process and by monitoring the ongoing performance of the personnel.

NASBLA shall maintain the following records on the personnel involved in the verification process:

- name and address;
- employer(s) and position held;
- educational qualification and professional status;
- experience and training;
- the assessment of competence;
- performance monitoring;
- authorizations held within the verification body; and
- date of most recent updating of each record.

IX. Confidentiality Statement

NASBLA shall be responsible for the management of information obtained or created during the performance of verification activities. Except for information that the course provider makes publicly available, or is required as a condition of this verification process (e.g. participation data), or when agreed between NASBLA and the course provider (e.g. for the purpose of responding to complaints), all other information is considered proprietary and shall be regarded as confidential. NASBLA intends to announce successful results of the verification process in the public domain.

When NASBLA is required by law or authorized by contractual arrangements to release confidential information, the course provider concerned shall, unless prohibited by law, be notified of the information provided.

See Appendix C - Confidentiality Statement for additional information.

X. Application and Review Process

In reviewing the application, NASBLA shall conduct a review of the information obtained to ensure that:

- the information about the course provider and the course is sufficient for the conduct of the verification process;
- any known difference in understanding between NASBLA and the course provider is resolved, including agreement regarding standards or other normative documents;
- the scope of verification sought is defined; and
- means are available to perform all evaluation activities.

NASBLA shall have a process to identify when the client's request for verification includes a verification scheme with which the verification body has no prior experience. NOTE: Courses can be considered to be of the same type when the knowledge of the requirements and skills related to one course is sufficient to understand the requirements and skills related to a separate course. In these cases, NASBLA shall ensure it has the competency and capability for all the verification activities it is required to undertake, and it shall maintain a record of the justification for the decision to undertake verification. NASBLA shall decline to undertake a specific verification if it lacks any competency or capability for the verification activities it is required to undertake.

X.1 Verification Plan and Procedure

For each course submitted for verification, NASBLA will assemble a body of - subject matter experts meeting the verification competence requirements (*see Section X.3*). This Verification Body (Body) will consist of three experts from the applicant's discipline (i.e. power, human-propelled, or sail) and one each from the remaining other disciplines. NASBLA will assign one member of the Body as the 'Body Lead'.

X.2 Verification Body Composition and Responsibilities

Verification Body Lead - Member One

Expert from the applicant's on-water discipline (i.e. power, human-propelled, or sail)

- Sends out materials to Body members
- Sends out and receives Body members' confidentiality agreements
- Receives and tallies the review Body results
- Reports tallied results and reports recommendation to NASBLA Education and Standards Director
- If required, reports course deficiencies to NASBLA Education and Standards Director

Verification Body Members Two and Three

Expert from the applicant's on-water discipline (i.e. power, human-propelled, or sail)

X.3 Verification Review Body, Plan and Procedure

NASBLA shall establish, implement and maintain a procedure for management of competencies of personnel involved in the verification process. The procedure shall require NASBLA to:

- determine the criteria for the competence of personnel for each function in the verification process, taking into account the requirements of the system;
- identify training needs and provide, as necessary, training programs on verification processes, requirements, methodologies, activities and other relevant verification scheme requirements;
- demonstrate that the personnel have the required competencies for the duties and responsibilities they undertake;
- formally authorize personnel for functions in the verification process; and
- monitor the performance of the personnel.

Verification Body members will be required to attend verification procedure training (live or web based) for each discipline they are assigned to assess. The member must attend this training prior to serving as a Verification Body Member and once every three years, or sooner if the applicable American National Standards change.

X.4 Verification Body Procedure

- A. NASBLA will assign applications to qualified Body members for review.
- B. Each member will review the materials supplied to NASBLA by course provider.
- C. Each member will determine if the course presented meets the applicable standard for each individual segment of the overall American National Standard.
- D. Body members will record their finding on the appropriate forms supplied by NASBLA. If a member finds that a section does not meet the American National Standard, they must write an explanation on the indicated form (*see Appendix E*) and return to the Verification Body Lead within the time allotted.
- E. The Body Lead will record the results of each Body member on forms supplied by NASBLA (*see Appendix F*). Each segment of a course will be deemed as meeting the applicable standard by the Body Lead if a simple majority of the Body members believe the course material provided for that segment meets the assigned standard.
- F. The Body Lead will VERIFY the course as meeting the applicable American National Standard **IF ALL OF** the individual segments are deemed to have met the applicable elements.
- G. If course deemed sufficient and meets American National Standard, NASBLA:
 - Notifies Applicant of successful verification review;
 - Assigns applicable, uniquely numbered Verified Course Logo to successful organization;

- Posts Course Provider information on Verified Course web page; and
 - Publicizes the course as appropriate.
- H. If course deemed insufficient and does not meet American National Standard, NASBLA:
- Notifies Applicant of unsuccessful verification review;
 - Includes an explanation of why the course failed to meet the applicable American National Standard;
 - Includes an explanation of how the course provider can correct the insufficiency and timeline to resubmit the course for approval; and
 - Notifies the applicant of the appeals and complaint procedures.

X.5 Evaluation Plan

NASBLA will review all course materials to ensure it complies with and includes all elements as outlined by the applicable American National Standard. If NASBLA finds that the application is incomplete, the course provider will be notified of the application deficiencies in writing (electronic or printed). The course verification process will not proceed until the application is complete.

If NASBLA finds the course does not meet one or more elements of the standard, the course provider will be notified of the deficiencies in writing (electronic or printed). A provider may modify the course to correct such deficiencies and resubmit for additional review within 90 days of official notice of needed modification. (One 30-day extension is permitted if requested in writing prior to the end of this 90-day period.) If a course modification is not received within the indicated time frame the application will close and the course will not be verified. This closure indicates the end of the first review cycle. If course materials are resubmitted within the approved time frame, the elements which failed to achieve a minimum of three YES votes from Verification Body Reviewers during the first cycle will be re-evaluated. If all elements of the standard receive a majority of YES votes, the course shall be deemed as verified. If one or more element does not receive the required minimum of three YES votes, the course will not be verified and the application will be closed. This closure will indicate the end of the second review cycle under terms of the USCG project sponsorship.

Upon closing of the application, all course materials will be returned to the Course Provider who must reapply meeting all application requirements including payment of any required fees. Upon resubmission, once it is determined that a course meets the indicated American National Standard and related administrative policies, including payment of fees or fee waiver (if applicable), NASBLA will notify the applicant and announce recognition as a full Verified Course.

XI. Appeals

In the event that the Course Provider does not receive Course Verification from NASBLA, the Course Provider may appeal the decision. Prior to the filing of a formal appeal, communication

of the alleged actions or inactions, with mutual effort to informally resolve the dissatisfaction, shall be attempted and documented. The Course Provider shall request an appeal by notifying the NASBLA Executive Director (or designee) within thirty (30) days of notice of non-verification.

Upon receipt of a complaint or appeal, NASBLA shall confirm whether the complaint or appeal relates to verification activities for which it is responsible and, if so, shall address it.

NASBLA shall acknowledge receipt of a formal complaint or appeal.

NASBLA shall be responsible for gathering and verifying all necessary information (as far as possible) to process the complaint or appeal to a decision.

The decision resolving the complaint or appeal shall be made by, or reviewed and finalized by, person(s) not involved in the verification activities related to the complaint or appeal. To ensure that there is no conflict of interest, personnel (including those acting in a managerial capacity) who have provided consultancy for the course provider, or been employed by the course provider, shall not be used by NASBLA to review or approve the resolution of a complaint or appeal for that course provider within 24-months following the end of the consultancy or employment.

NASBLA shall give formal notice of the outcome and the end of the complaint process to the complainant and take any subsequent action needed to resolve the complaint or appeal.

Appendix A - Verification Terms and Conditions Agreement

In summing the course verification application, the Course Provider agrees to the following terms and conditions. In the execution of these terms and conditions, neither the Course Provider nor NASBLA shall discriminate against any person because of sex, gender preference, race, color, creed, national origin, or disability.

- 1) The Course Provider shall be granted permission to market their "Verified" course and display the "Verified" logo under terms stated in this agreement. The course will remain "Verified" until the provider modifies the existing course or the applicable American National Standard changes, whichever comes first. Should either of these events occur, the course shall no longer be deemed to be "Verified." The course may be submitted for voluntary review subject to the terms and conditions in place at the time of re-application.
- 2) The course provider shall not use its course verification status in such a manner as to bring NASBLA into disrepute and shall not make any statement regarding its course verification that NASBLA may consider misleading or unauthorized;
- 3) The Course Provider shall not describe or market a course as "Verified Course" unless the Course Provider has received written Notice of Course Verification issued from NASBLA as an authorized third-party conformity assessment entity.
- 4) The Course Provider agrees that, in regards to course recognition by individual states, a 'Verified Course' is not the equivalent of a 'NASBLA- Approved Course.' In describing the 'Verified Course', the Course Provider shall not use the name 'National Association of State Boating Law Administrators', the initials 'NASBLA', the NASBLA logo, the NASBLA Approved logo, U.S. Coast Guard logos or Course Verification logos in any way unless specifically allowed. At no times may logos be used in any way to mislead the public.
- 5) Upon receipt of the Notice of Course Verification, the Course Provider may post and reference such pursuant to these terms and conditions.
- 6) Participation in on-water "Verified Courses" is encouraged but is not mandated by any state at the time of this writing. The Course Provider shall not indicate or mislead the public in any manner regarding this that could be considered deceitful. The Course Provider understands and agrees that it is not the intention of the Verified Course conformity assessment program to advocate for state requirements regarding such.
- 7) Upon suspension, withdrawal, or termination of verification for any reason, the Course Provider shall discontinue the use of all 'Verified Course' markings in advertising and/or promotional materials that contains any reference thereto and agrees to take action as required by NASBLA regarding such.
- 8) If desired, the Course Provider may provide information necessary to post its website link, app, or other electronic gateway on the Verified Course web database. NASBLA shall be held harmless for any damage to the Course Provider's website or consequential damage suffered by a Course Provider as a result of this linkage.
- 9) If the Course Provider provides copies of the 'Verified Course' documentation to others, the documents shall be reproduced in their entirety in order to show full compliance with the verification scheme.
- 10) In making reference to its 'Verified Course' in communication media such as documents, brochures or advertising, the Course Provider complies with the requirements as specified by the verification scheme.

- 11) The Course Provider agrees to inform NASBLA within 30 days of changes that may affect its ability to conform to verification requirements. Examples of changes can include the following: changes in legal, commercial, or organizational status or ownership; modifications to the course or the instructional method; or changes to contact information.
- 12) When conducting an on-water course, Course Provider agrees to comply with all applicable state laws, regulations, and policies.
- 13) Course Provider agrees to hold harmless NASBLA, its Executive Board, staff and agents in offering the submitted course to participants. The Course Provider agrees to assume all liability for conducting an on-water skills training course. NASBLA assumes no liability in the conduct of the Course Provider or individual instructors in offering the 'Verified Course' to participants.
- 14) The Course Provider agrees to comply with all known or any future requirements that may be prescribed relating to the use of Verified Course mark. Future requirements will be based on legal considerations only and will not be unreasonably presented.
- 15) The Course Provider reserves the right to voluntarily forfeit the Verified Course mark in writing with 30 days' notice without prejudice or explanation.
- 16) Use of the ANSI logo is not authorized under terms of this agreement.

Signature of Course Provider

Date

Appendix B - Materials to be Supplied for Review

The following information and materials are required for Verified Course submission:

- 1) Submit a copy of all course materials to NASBLA with a copy of supplemental handouts or materials, lesson plans, and statement of teaching methods used in the course.
 - The course text must be presented in paragraph form or as instructor outline form with supplemental diagrams, graphics or photographs, brochures, websites, or course texts required for use during the course.
 - List the title and producer of any videos used in the course. Submit a copy of the item for review and filing as part of the verification process.
 - Links or references to websites or other support material must be accurate and appropriately referenced.
- 2) Submit a completed copy of the applicable Course Verification Outline (Appendix D for Power, Sail or Human Propelled).
 - Indicate the mechanism used to determine how course material is accurately presented (e.g. instructor-training regime; student skill checklist(s); examination or other assessment process; etc.).
- 3) Submit a signed copy of the Verification Terms and Conditions Agreement (Appendix A).

- 4) Submit a copy of the Course Certificate of Completion (if used). If this course is verified, you will be given authorization to display the Verified Mark. The course certificate of completion must include the Verification logo, and the language ***'The content of this course conforms to the American National Standard for on-water skills as verified through an independent third-party assessment process.'***
- 5) Indicate authorized contact name/information of applicant with statement of authorization/support from governing organization (i.e. Board of Directors, etc.) to submit the course and abide by the Terms and Conditions.
- 6) Signed Course Provider Release/Waiver Statement (presented below)

NASBLA will review the submitted courses for applicable ANSI On-Water Standards and administrative policy compliance. NASBLA makes no representation that any state review will occur, the decision for which rests solely with each state.

Warranty of Content: By submitting this application for on-water course third-party verification, the Applicant represents and warrants to NASBLA that all course content is either (a) original material, including all text, pictures, drawings, and other intellectual content, such that Applicant has or is eligible to copyright same in its name, or (b) material which is in the public domain and is not subject to copyright(s) held by others; and (c) any additional material is used with permission of the copyright owner.

The Course Provider acknowledges that on-water skill training contains inherent risks, including the risk of immersion, injury, and drowning. The Course Providers agrees to hold harmless NASBLA, its Board of Directors, Staff, Members, and Associates in any legal liability based on its course offerings. NASBLA assumes no legal liability regarding the review of course materials which are voluntarily submitted or the presentation of the course to students in a field setting.

Signature of Course Provider

Date

Appendix C: Confidentiality Statement

NASBLA and the Course Provider shall agree to the following confidentiality terms:

By submitting a course for approval or review, the Course Provider agrees to these terms and conditions to ensure the protection of proprietary information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by the Course Provider under this Agreement ("Confidential Information") can be described as confidential and/or sensitive information which is (a) disclosed by Course Provider in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Course Provider in any other manner and identified as confidential at the time of disclosure.

2. NASBLA shall use the Confidential Information only for the purpose of evaluating courses submitted by the course provider for third-party verification. NASBLA, serving in its capacity as the verification body, shall keep records confidential. Records shall be transported, transmitted and transferred in a way that ensures confidentiality is maintained. Records shall be retained for a period defined by NASBLA.
3. NASBLA shall limit disclosure of Confidential Information within its own organization to its directors, officers, agents, contractors, and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Course Provider. NASBLA shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
4. This Agreement imposes no obligation upon NASBLA with respect to any Confidential Information (a) that was in NASBLA's possession before receipt from Course Provider; (b) is or becomes a matter of public knowledge through no fault of NASBLA; (c) is rightfully received by NASBLA from a third party not owing a duty of confidentiality to the Course Provider; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Course Provider; or (e) is independently developed by NASBLA.
5. Course Provider warrants that he/she has the right to make the disclosures under this Agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon NASBLA any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
7. When NASBLA is required by law to release confidential information, the Course Provider may, unless prohibited by law, be notified of the information provided.
8. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the Commonwealth of Kentucky, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the Commonwealth of Kentucky, U.S.A.
9. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Course Provider of Confidential Information:

Name (Print or Type):

Company:

Title:

Address:

City, State & Zip:

Signature:

Date:

For NASBLA:

Name/ Title:

National Association of State Boating Law Administrators
1648 McGrathiana Parkway, Suite 360
Lexington, KY 40511

Signature:

Date:

Appendix D: COURSE VERIFICATION OUTLINE - Entry Level Skill Based Standards

Course Name: _____ **Date:** _____

Use this form (or provide Excel spreadsheet) to submit course content document for review. Attach additional sheets as needed. *Instruction: Using the applicable standard (EDU-1 – Power; EDU 2 – Human, or EDU 3 – Sail) as your reference, insert each Element Number as outlined in the standard (i.e. 1.1, 1.2, 2.1, etc.) where indicated and provide supporting compliance documentation from your course.*

**Reviewer is required to complete Appendix E for each NO vote.*

American National STANDARD ELEMENT NUMBER	REFERENCE SOURCE (Book, Video, Other)	LOCATION OF RELEVANT INFORMATION (Page Number, Media Location, Other)	STUDENT EVALUATION METHOD (Written Test, Observation, Other)	VERIFICATION RECOMMENDATION (Reviewers Only)	
				YES	NO*

Verification Body Member: _____ Date: _____

