

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 an explanation of the process or flow of the course submitted for review. This should include an explanation of how the course materials, outlines, check sheets, instructors or other materials and supporting evidence are used during the class to ensure the student is receiving instruction about or demonstrating the appropriate American National Standard.
 - If you are creating a single curriculum that is intended to meet the American National Standard by combining multiple courses or sources of information, please explain how the individual courses will be marketed and presented to the public. Note: Only the entire curriculum meeting the American National Standard will be awarded the Verified Mark. Individual courses or sources of information not meeting the American National Standard will not be eligible to display the Verified Mark and marketed as standalone courses.

- 3) 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.).

- 4) Submit a signed copy of the Verification Terms and Conditions Agreement (Appendix A).

- 5) 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.'***

- 6) Indicate the authorized contact name/information of the applicant with a statement of authorization/support from the governing organization (i.e. Board of Directors, etc.) to submit the course and abide by the Terms and Conditions.

- 7) Sign the 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.

Scope of Verified Course Review: NASBLA serves as a third-party conformity assessment provider to review submitted courses for compliance to the national on-water skill standard. This is a voluntary review process as no state requires this conformity assessment. I acknowledge that, in order for a course to qualify for a Verified Course Mark, it must include both on-water instruction and an on-water student assessment of skills. This requirement does not prohibit a student from challenging an on-water assessment of boating skills without completion of instruction to earn a course certificate.

Warranty of Content: By submitting this application, Applicant represents and warrants the following:

- 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.
- If multiple courses or modules are combined as part of this application to meet the designated American National Standard, only this entire combined curriculum may be marketed using the Verified Course Mark (if awarded). Individual courses or modules shall not display the Verified Course Mark if marketed as standalone courses.
- Within 30 days of award notification, the applicant shall submit to NASBLA a copy of the Course Certificate of Completion bearing the awarded Verified Course Mark.
- The Applicant provides hands-on, on-the-water instruction in recreational boating skills as part of this course curriculum.

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 review 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: