



Terms and Conditions for Course Approval

Effective March 31, 2023– Replaces all previous versions.

This document contains the Terms and Conditions, which apply to all providers of knowledge-based basic powerboating courses approved or sanctioned by the National Association of State Boating Law Administrators Inc. (hereafter referred to as NASBLA), 1020 Monarch Street, Suite 200, Lexington, KY 40513.

This Terms and Conditions document is intended to reinforce and supplement, not replace, the National Boating Education Standard(s), NASBLA Policy for Basic Boating Education Course Approval, and other associated documents adopted by NASBLA.

Definitions as used in these Terms and Conditions:

1. ANSI: American National Standards Institute.
2. Assessment: A group of questions to evaluate and measure the learning progress of students.
3. Boating Safety Card: a document that may be issued or required by the state to meet its vessel operating laws. Note: The actual term used to describe this document may vary by state.
4. Certificate of Course Completion (Certificate): a document issued by a Provider to persons that successfully complete a NASBLA-approved boating safety education course.
5. Certification of Translation: a certified translation consists of the translation itself accompanied by a signed statement by the translator or translation company affirming that the translated text is an accurate and complete rendering of the original document. The signed statement is commonly called a "Certificate of Accuracy" in the U.S. legal system.
6. Classroom Course: a NASBLA-approved boating safety education course presented in a physical classroom environment in which teachers and participants are physically present at the same time for the teaching of a course.
7. Course: a boating safety education course, including all documents and materials submitted as part of an application for NASBLA approval.
8. Course Provider (Provider): any company or organization that obtains NASBLA approval for a boating safety education course.
9. Equivalency Exam: an exam offered by the state intended to provide experienced boat operators the opportunity to demonstrate their knowledge of boating safety in the place of taking a formal boating safety education course.
10. Exam Pool: the collection of questions maintained by a Course Provider, which may or may not include questions found in the NASBLA Exam Pool but which must be contained in a course.
11. Home Study Course: a course offered by the state that does not use any electronic methods to deliver printed study or testing materials intended to provide boating

safety education to students in a self-study format.

12. NASBLA-approved course: a course that has been reviewed by NASBLA to ensure it meets the current ANSI standards, NASBLA policies and procedures, and state guidelines.
13. NASBLA Exam Pool: the entire NASBLA collection of questions approved, from time to time, by NASBLA for a specific standard.
14. NASBLA Sanction: Meets the ANSI knowledge standards and NASBLA guidelines that apply to other boating disciplines and does not apply to motorized boating safety certification.
15. Notice of NASBLA Approval: an official letter issued by NASBLA when a course has been found to meet the National Boating Education Standard(s) as identified in the review process.
16. Notice of NASBLA Sanction: an official letter issued by NASBLA when a boating education course not intended to lead to a state-issued boating certificate meets all applicable ANSI/NASBLA Knowledge Standards. (Example human-propelled, sailing, or water-jet-propelled course.)
17. Online course: a NASBLA-approved boating safety education course of instruction that is self-paced (asynchronous) and offered through the internet.
18. Proctor: an individual that has been approved by the agency to administer an equivalency exam.
19. Question(s): question(s) approved by NASBLA to be included in a course intended to be used for student knowledge assessment.
20. State: a state, commonwealth, a federal district, or territory of the United States or, if outside the United States, another regulating jurisdiction.
21. Virtual Boating Safety Education Course: a replication of the content and student experience of a traditional in-person NASBLA-approved classroom course using virtual presentation technology and methods with a live instructor (synchronous).
22. Test Form(s): tests containing approved questions identified by NASBLA

Administrative

The Provider shall:

1. Comply with all applicable state laws, regulations, and policies.
2. Provide accurate information for students wishing to obtain a state's education certificate upon the successful completion of the Course Provider's course.
3. Make a publicly available list of those states which have indicated that the course has met state-specific content requirements and has been recognized, accepted, or endorsed by that state. *NOTE: Due to unique state laws, regulations, and policies that may be in place, it is possible that the Course may not be accepted for use in a State.*
4. Not describe or market a course as NASBLA-Approved or Sanctioned unless the Provider

has received a valid written Notice of NASBLA Approval.

5. Be granted NASBLA course approval at the sole discretion of NASBLA.
6. ALL NASBLA Approved courses must have a complete review every three years. NASBLA will approve a boating education course for a maximum period of three years.
7. A course provider may incorporate course materials from a third-party vendor (i.e., publisher) instead of developing proprietary materials; however, the third party's permission must be provided to NASBLA. All third-party course materials must be NASBLA Approved and have a unique identifier allowing the material to be identified and tracked for NASBLA Approval.
8. NASBLA will only approve courses incorporating third-party materials within the three-year period for which the third-party course materials were initially approved. Should the third-party course material approval expire within three years of the course provider's independent NASBLA Approval, the provider can receive a NASBLA Reapproval without a full review by providing NASBLA proof they have updated the third-party course materials. This abbreviated renewal will only extend the course provider's NASBLA approval to three years from the provider's initial approval date. An administration fee may apply for any of these interim approvals.
9. Course providers using the interactive course option or video content shall submit a written script of the course and utilize the same procedure to document the evidence that the course meets the American National Standards for Basic Boating Knowledge as a written course.
10. Not use the name National Association of State Boating Law Administrators, the initials NASBLA, the NASBLA logo, the NASBLA-approved logo, or other NASBLA logos unless the Provider has a valid Notice of NASBLA Approval.
11. Provide all the information necessary to enable NASBLA to create a link to the Provider's website. NASBLA shall not be responsible for any damage to the Provider's website, nor any consequential damage suffered by a Provider because of a third-party linkage to the Provider's website via such link.
12. Provide its course(s) with reasonable accommodations pursuant to applicable state and federal rules pertaining to persons with disabilities.
13. In the execution of these terms and conditions, neither the Course Provider nor NASBLA shall discriminate against any person because of sex, race, color, creed, national origin, or disability.
14. Be in compliance with Federal civil rights, and are prohibited from discriminating based on race, color, national origin, religion, gender identity, sexual orientation, disability, age, marital status, or political affiliation in any program or activity conducted with NASBLA.
15. Clearly state in writing on the first substantive page of the course all student costs relating to successful course completion and receipt of certification.
16. Maintain all personally identifiable information obtained as confidential, including test scores of all tests taken.
17. The Course Provider may issue a Certificate of Course Completion to any student who qualifies for it, and that certificate shall be processed and delivered to the student within five (5) weeks after successful Course completion.

18. Include on the Certificate of Course Completion the NASBLA logo, and the wording: “This course meets the American National Standards for Basic Boating Knowledge and is approved by the National Association of State Boating Law Administrators.”
19. Issue a Certificate of Course Completion (printed and/or electronic), which includes name, date of birth, and traceable certificate number within 14 business days after successful course completion. States may require additional personal identifier information on the certificate per state law. Where applicable, the Provider shall issue certificates with the information and format style required per state requirements. NOTE: Providers may work with the states to issue any required documentation.
20. Not misuse or misrepresent NASBLA, its staff, policies, or procedures.
21. Provide statistics to the state indicating the number of students taking a NASBLA-approved course and the number of certificates issued between October 1 - September 30) on or before December 1 of each year.
22. Provide statistics to the state indicating the number of students taking a NASBLA-approved course and the number of certificates issued between October 1 - September 30) on or before December 1 of each year.
23. In the event that the Course Provider does not receive NASBLA approval or sanction of its boating safety course(s), the Course Provider may appeal the decision according to the Bylaws of NASBLA. The Course Provider shall request an appeal by notifying the NASBLA Executive Director within thirty (30) days of notice of non-approval.
24. In the event of the Course Provider’s violation of the terms outlined in this document, NASBLA shall have the right to revoke approval or sanction of the Course Provider and all its Courses. The Course Provider shall promptly remove, and shall certify in writing to NASBLA that it has removed, all statements indicating course approval or sanction, including the removal of the NASBLA name and logo from its website and materials. The Course Provider shall be allowed to retain records of previously issued course completions that bear the NASBLA logo.

Course Content

The Provider shall:

1. Include all course content prescribed by NASBLA.
 2. The Course Provider shall reference and have access to a list of boating safety resources available through the NASBLA website in developing course content and exam questions.
 3. Offer the same course as presented in the original application for approval. The same course means the use of the same student texts, testing materials, and any other supplemental materials. The Provider must notify NASBLA of changes to the national course content, and those changes must be approved in writing by NASBLA. (See [Appendix A] for guidelines on updating state-specific information in an approved course.)
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Testing

1. The Course Provider's signature on the security agreement associated with the NASBLA Test Forms will allow the Course Provider to access pertinent Test Forms maintained by NASBLA.
2. The Course Provider shall provide students with accurate instructions regarding the course, chapter and final assessments, and additional instructions (if appropriate) to apply for a State card indicating course completion for the State for which the course is being taken.
3. The Course Provider shall only offer a final exam when there is a course associated with the exam. A student may opt to take the final exam without taking the course, but the course shall be designed such that a student is to be presented with the introduction of course material(s) before being offered the final exam.
4. In an Internet course, the Course Provider shall not provide links that allow a student to reference the course materials during the final exam.

Additional Considerations

Additional application and implementation requirements are outlined in the following and are incorporated into this Terms and Conditions Agreement:

- Application; Conformity Assessment Fee Structure;
- Appendix B – NASBLA Policy for Course Delivery Platforms and Student Assessments for a Boating Safety Education Course (Sections 8, 9, 10);
- Appendix C – Written Examination Integrity Plan Outline;
- Appendix E/F/G – Test Question Reference Table_ Exam Plan National & State-Specific Questions
- Appendix H – Reading Comprehension Level of the Course Materials.

I have read and agree to comply with these stated Terms and Conditions:

Course Name: _____

Course Provider Signature

Date

Course Provider (Print name of the person authorized to accept this agreement)

Street Address

City

State

Zip

Country

Phone

Email