



Terms and Conditions for Course Approval

Effective November 1, 2015 – Replaces all previous versions

This document contains the Terms and Conditions which apply to the all providers of boating courses approved or sanctioned by the National Association of State Boating Law Administrators Inc. (hereafter referred to as NASBLA), 1648 McGrathiana Parkway, Suite 360, Lexington, KY 40511.

This Terms and Conditions document is intended to reinforce and supplement, and 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. *Certificate of Course Completion* means a document issued to persons successfully completing a Course.
2. *Course* means and refers to a NASBLA-approved or NASBLA-sanctioned boating safety education course, including all documents and materials submitted as part of an application for NASBLA approval or sanction of said course.
3. *Course Provider* means and refers to a party, including a state, submitting an application to NASBLA for approval or sanction of a boating safety course and, after approval or sanction, providing that Course in compliance with the National Boating Education Standard(s).
4. *Exam Pool* means and refers to 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.
5. *NASBLA Exam Pool* means and refers to the entire NASBLA collection of questions approved, from time to time, by NASBLA for a specific standard.
6. *Notice of NASBLA Approval* means and refers to 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.
7. *Notice of NASBLA Sanction* means and refers to an official letter issued by NASBLA when a paddlesports education course has been found to meet the Paddlesports Education Standard(s).
8. *Question(s)* means and refers to each individual question approved by NASBLA for inclusion on a test in a course. There may be questions in a course, and thereby in a course provider's exam pool, which are neither in the NASBLA exam pool nor in the exam pool of another course provider.
9. *State* means a state, commonwealth, federal district, or territory of the United States or, if outside the United States, another regulating jurisdiction.

10. *Test Form(s)* means and refers to those tests containing approved questions identified by NASBLA.

Administrative

1. The Course Provider shall comply with all applicable state laws, regulations, and policies.
2. The Course Provider shall provide accurate information for students wishing to obtain a state's education certificate upon the successful completion of the Course Provider's course.
3. The Course Provider shall list, provide links, and issue certificates of Course completion for those States which have indicated that the Course has met state-specific content requirements **and** has been recognized, accepted, or endorsed by that particular 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. The Course Provider shall not describe or market a course as "NASBLA-Approved" or "NASBLA-Sanctioned" unless the Course Provider has received written *Notice of NASBLA Approval* or *Notice of NASBLA Sanction*.
5. The Course Provider shall be granted NASBLA approval or sanction at the sole discretion of NASBLA for reviewed Course(s) for a period of up to three (3) years, beginning on the date of approval and terminating on December 31 of the third year following the date of approval, and subject to the terms and conditions hereof.
6. 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, or other NASBLA logos unless the Course Provider has received a Notice of NASBLA Approval or NASBLA Sanction and uses them pursuant to these terms and conditions.
7. If applicable, the Course Provider shall provide the information necessary to enable creation of the Course Provider's website link on the NASBLA web database. NASBLA shall not be responsible for any damage to the Course Provider's website nor for any consequential damage suffered by a Course Provider by reason of a third party linkage to the Course Provider's website via such link.
8. When providing its Course(s), the Course Provider shall provide reasonable accommodations pursuant to applicable law to persons with disabilities or language barriers. 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.
9. The Course Provider shall clearly state in writing on the first substantive page of the course all student costs relating to successful course completion and receipt of certification.
10. The Course Provider shall use its best efforts to maintain as confidential all personal information obtained from a member of the public, including test scores on all tests taken.

11. 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.
12. The Certificate of Course Completion shall include the NASBLA logo and the wording “Course approved by the National Association of State Boating Law Administrators and Recognized by the U.S. Coast Guard” or when using the NASBLA Paddlesports logo for a Paddlesports Education Course: “National Association of State Boating Law Administrators sanctioned course recognized by the U.S. Coast Guard.” The Course Provider shall be granted limited use of the NASBLA name and logo for the purposes described herein. The certificate also must identify the state for which the course was presented. NASBLA recommends that course providers issue wallet-size certificates, which include name, date of birth, sex, and traceable certificate number for uniformity and ease in enforcement for those states which require proof of education course completion.
13. The Course Provider shall not misuse or misrepresent NASBLA, its staff, policies, or procedures.
14. On or before December 1 of each year, the Course Provider shall provide to each Boating Law Administrator who represent a State in which a course has been provided reporting statistics indicating the number of NASBLA-approved certificates issued to boaters through that State's approved course for the preceding federal fiscal year (October 1 to September 30).
15. 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.
16. 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 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

1. 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.
2. The Course Provider shall offer the same course as presented in the original application for approval or sanction. The “*same course*” means the use of the same student texts, testing materials, and any other supplemental materials. The Course Provider may add material to the course, but may not delete or alter the material until the Course Provider has notified NASBLA of such changes to its course content and those changes have been approved in writing by NASBLA.

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 which 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 A – Goals & Learning Objectives Course Outline; Appendix B – NASBLA Policy for Basic Boating Education Course Approval (Sections 8, 9, 10); Appendix C – Written Examination Integrity Plan Outline; Appendix D – Testing Standard 1: Testing Standards for Exam Questions; Appendix E/F – Testing Standard 2: Test Questions Reference Table and Testing Standard: 3 Exam Plan; Appendix G – State Specific Questions; and Appendix H – Reading Comprehension Level of the Course Materials.

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

Course Provider Signature

Date

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

Street Address

City

State

Zip

Country

Phone

Email