

## NABCEP REGISTERED ASSOCIATE PROGRAM

### TERMS OF AGREEMENT REGISTERED ASSOCIATE PROVIDERS

NABCEP has developed and owns the NABCEP Associate Program™, including the PV Associate (PVA™) Job Task Analysis (JTA), the Solar Heating Learning Objectives and the Small Wind Learning Objectives, along with all certificates and other related intellectual property.

NABCEP registers qualified, accredited third party institutions (Providers) to provide training courses which incorporate, at a minimum, the technology categorized in the Associate JTA or Learning Objectives. Providers will administer courses consistent with NABCEP policies, and the terms and limitations of this Agreement.

- Provider Registration in this Associate Program cannot be transferred to another party.
- Activities related to the NABCEP Associate Program will comply with all applicable laws, including the Americans with Disabilities Act and Title VII of the U.S. Civil Rights Act. **If outside the U.S., Providers agree to abide by all applicable laws governing persons with disabilities and all applicable laws governing Civil Liberties.**
- NABCEP retains the exclusive rights to make changes to the Provider participation criteria, including those contained in this Application. Provider's status may be revoked at any time if, at NABCEP's sole discretion, the Provider is found to be non-compliant with any of these Terms or NABCEP Policies.
- This Agreement will commence on the Effective Date and will continue for one year (Term), unless terminated by either Party; failure to make timely payments of annual renewal fees may result in suspension or termination of Provider's right to: use NABCEP Marks; use the NABCEP Associate Program materials; and, participate in the NABCEP Associate Program as a Registered Provider.

#### PROGRAM PROVIDER RESPONSIBILITIES

Consistent with NABCEP policies and this Agreement, Associate Registered Providers will:

1. Pay to NABCEP an annual Registration Fee in a timely manner;
2. Pay to NABCEP Exam Fees for each testing applicant as submitted through the online Student Roster;
3. Qualify NABCEP Associate Candidates by determining that eligibility standards have been met, and a *Candidate Eligibility Form* signed by a NABCEP registered Instructor has been completed;
4. Maintain verification records for at least 3 years from date of course completion;
5. Appoint a single point of contact as the registered NABCEP Exam Administrator;
6. Submit an **online Roster** through the myNABCEP Portal identifying each NABCEP Associate Exam Applicant, and collect all related fees;
7. Maintain the security of the Associate Exam and the confidentiality of test items and candidate scores.

## NABCEP PRIMARY RESPONSIBILITIES

Consistent with NABCEP Policies and this Agreement, NABCEP will:

1. Provide the registered NABCEP Exam Administrator with logon credentials to NABCEP's secure Provider Portal at <https://myNABCEP.org>;
2. Offer consultation, oversight and approval with respect to the use of the myNABCEP Portal, Program policies, forms and submissions;
3. Provide technical support to the registered NABCEP Exam Administrator, as needed;
4. Award the NABCEP Associate Certificate to qualified applicants who successfully satisfy all NABCEP Associate Program eligibility requirements, including the completion of the registered training course and a passing grade on the NABCEP Associate Exam;
5. Maintain a NABCEP Exam Administration Manual with up-to-date information, policies and procedures for administering a NABCEP Associate Exam.
6. Maintain an online Provider Resource Library containing Associate Program forms;
7. Extend permission to Providers for limited use of the NABCEP Associate Provider digital logo. NABCEP owns all right, title, and interest and other proprietary rights, including trademark and copyright, related to NABCEP Associate Program Materials and as detailed in the NABCEP Trademark and Mark Use Policy. For the term of this Agreement, NABCEP grants Provider the conditional, non-exclusive, revocable and limited right and license to use the NABCEP Registered Provider Logo, only in accordance with the performance of its responsibilities under this Agreement.

## IMPORTANT LIMITATIONS

- NABCEP does not provide, offer, administer or approve courses or training. NABCEP does not evaluate curriculum or instructor competency. Instead, NABCEP registers Providers who meet the minimal standards articulated in the *NABCEP Provider Information Packet* and this Application. NABCEP authorizes Providers to qualify interested individuals to sit for a NABCEP Associate Exam in coordination with our Computer Based Testing (CBT) vendor. Some Providers, located in the U.S. and Canada, may also qualify to administer the NABCEP Exam in Paper and Pencil Format.

This Agreement, and all associated Manuals, Info Packets, Handbooks, Forms and Policies represent the entire agreement and understanding of the Parties with respect to the registration of the Provider Institution to become a NABCEP Associate Registered Provider.

NAME OF PROVIDER INSTITUTION: \_\_\_\_\_

PRINTED NAME OF AUTHORIZED SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_