

PROVIDER APPLICATION FOR LMS REGISTRATION

Terms of Use

NABCEP affirms the [Instructure Product Privacy Policy](#). In addition, NABCEP retains all rights to its trademarks, copyrights, wordmarks, design marks, seals and logos. Limited use is granted to individuals who hold a NABCEP Certification or Associate credential, or Training Providers who are registered with NABCEP either as an Associate Registered Training Provider (ARTP) or advanced-level Registered Training Provider (RTP). See NABCEP Trade Mark and Mark Use Policy, at www.nabcep.org/About Us for more information.

Under this Agreement, NABCEP will provide the following resources:

- 24/7 access to the password protected Instructure/Canvas hosting platform.
- Access to training videos and sample “courses” to help set up your courses.
- Home Page and Course Templates
- Designated links and logos connecting your listing in the NABCEP Course Catalog to the LMS course content.
- Course Completion Documents for attendees.
- Remittance of Course Fees, if applicable.
 - Course fees will be remitted quarterly, within 30 days of the end of each quarter ending March 31st, June 30th, September 30th, and December 31st.
 - Course fees will be remitted by check.
 - NABCEP will retain a processing fee of 6.5% of gross fees received.
- Home Page design and set up, if elected (*additional fees apply).

Training Providers are responsible for:

- Making timely annual LMS fee payments to NABCEP
 - Registration fee is due with submission of application; NABCEP will send renewal invoices annually thereafter. Annual LMS fee invoices are due upon receipt.
 - NABCEP reserves the right to suspend Training Providers for non-payment.
 - LMS fee payments are non-refundable.
- Maintaining active status as a NABCEP Registered Training Provider or Associate Registered Training Provider.
- Creating and designing course content in a format supported by the Instructure/Canvas Platform.
- Maintaining open communication channels for student Q&As
- Complying with NABCEP Registered Provider Policies as described in this Registration Application as well as the RTP and ARTP Guideline documents.

TRAINING PROVIDERS ARE RESPONSIBLE FOR THE TRUTH AND ACCURACY OF ALL POSTED CONTENT INCLUDING TECHNICAL TRAINING SESSIONS AND HOME PAGE INFORMATION.

LIMITED LICENSE AGREEMENT AND APPLICATION FOR REGISTRATION **TO HOST CONTENT ON NABCEP'S LMS PLATFORM**

In accordance with NABCEP's rights, obligations and limitations under its Agreement with Instructure, Inc., and in accordance with [Instructure's Acceptable Use Policy](#),

Whereas, NABCEP is supplying access to the NABCEP LMS Platform for the purpose of hosting recorded webinars, recorded training courses, or other related trainings for renewable energy practitioners; and

Whereas, Training Provider is a company which incorporates technical training sessions covering one or more topic covered by NABCEP's Associate credentials or Board Certifications; and

Whereas, Training Provider and NABCEP desire to enter into this Agreement defining their respective rights and responsibilities,

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

1. **REGISTRATION FEES.** Training Provider shall pay to NABCEP a non-refundable, renewable annual license fee of \$2,500 USD; all fees must be paid in full before access to the Platform is delivered.
2. **ASSIGNMENTS.** Training Provider may not sell, transfer or convey the licensed services to any third party without NABCEP's prior express written consent, which may be withheld at NABCEP's sole and absolute discretion.
3. **TEMPLATES.** NABCEP agrees to provide a unique password and a page template for Training Provider to create a Company Home Page containing, but not limited to, Provider's Company Profile. Training Session Templates are available, at no additional cost, if Provider chooses to build their course content directly on the LMS Platform.
4. **NUMBER OF LISTINGS.** Training Provider may upload any number of registered or unregistered training sessions (courses/webinars/sessions) on the LMS Platform;
5. **COURSE FEES.** At Training Provider's option, courses may be offered at no cost to students, or, according to a set fee. If Training Provider chooses to charge a fee, NABCEP will be responsible for collecting all fees from students, and remitting paid fees, less a 6.5% processing fee, to Training Provider; remittance will be delivered on a quarterly basis by check via U.S. Mail, to the following:

Mailing Address: _____

6. **UNREGISTERED COURSES.** Training Providers may upload trainings that are or are not NABCEP Registered. If a training is not pre-registered with NABCEP through its ARTP or RTP Programs, Training Provider shall clearly indicate “NO NABCEP CEUs” on the training course page.
7. **DOCUMENTATION.** Unless otherwise indicated, all trainings shall include a Course Completion Document. Training Provider must confirm attendance by following the directions in the Provider Onboarding Instructions, before allowing attendees to access their completion document.
8. **DISCLAIMER OF DAMAGES.**

Regardless of whether any remedy set forth herein fails of its essential purpose and even if NABCEP has been advised of the possibility of such damages, except for the indemnity against Infringement of intellectual property, in no event shall NABCEP or any of its managers, members, officers, employees or agents, be liable to Training Provider for any special, consequential, indirect or similar damages, including any lost profits. NABCEP shall not be responsible or liable to Training Provider, or its agents, or course attendees, for loss of use, lost data, personal injury or property loss, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way related to or connected with its page content or services, including without limitation any damages, loss or injury caused by or resulting from reliance on any information obtained through use of the posted content, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, or delays in operation or transmission arising out of the use or inability to use the posted content.

In no event shall NABCEP’s liability exceed the price paid by the Training Provider pursuant to this agreement during the year preceding the act or omission out of which such liability arose. If Training Provider is a California resident, it waives California Civil Code Section 1542, which says “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

9. INDEMNIFICATION

9.1. NABCEP and Training Provider shall mutually indemnify, and hold harmless from and against any claims, demands, liabilities, losses, damages, judgments, and all costs and expenses related thereto (including reasonable attorneys’ fees), to the extent resulting from any claim that the posted content, or any portion thereof, infringes or violates any copyright, patent, trade secret, license, or other proprietary right of a third party.

9.2. In the event that the posted content or any portion thereof is held to infringe

and its use is enjoined, NABCEP shall have the obligation to remove the infringing content from the public's view. Training Provider will have the opportunity to, (i) modify the infringing portion of the Page Content, so that it is non-infringing, (ii) procure the right to continue to use, copy, distribute, market, or sublicense the infringing materials, or (iii) replace the posted content or portions thereof with equally suitable, non-infringing materials. Additional fees may apply.

9.3. NABCEP shall have no liability for any claim of infringement based on (i) use or combination of any portion of the Training Provider's Posted Content, with any products or services not supplied by NABCEP, if such infringement would not have occurred without such use or combination, (ii) use or marketing of the Posted Content by Training Provider, after having received notice from NABCEP that the Posted Content infringes the proprietary rights of a third party, or (iii) use of other than the latest unmodified version of the Posted Content provided to NABCEP, if the infringement would have been avoided by the use of such version. Notwithstanding anything to the contrary contained in this Agreement, NABCEP's indemnity obligations in this Section shall be limited by Section 8.

By signing below, I attest that I have the necessary corporate power and authority to enter into this Agreement.

The Effective Date of this Agreement is _____.

North American Board of Certified Energy Practitioners

Shawn W. O'Brien, President/CEO

Date: _____

Training Provider

Date: _____

OPTIONAL ADDENDUM TO NABCEP'S LMS APPLICATION FOR REGISTRATION

HOME PAGE SET UP AND TRAINING

In accordance with the following Terms, NABCEP Staff will create and design the Training Provider's Home Page on the LMS Platform to include but not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none">• Company page design• Course content links
• Embedded video content
• Course Completion Documents
• LMS Catalog Listing
• Payment gateway (optional) | <p>NABCEP will NOT:</p> <ul style="list-style-type: none">⊗ Aid in the development of course content or training materials.
⊗ Build, design or assist in curriculum writing or development of any kind.
⊗ Instruct or otherwise offer a presence on any individual company's LMS Page.
⊗ Aid in the development of course content or training materials. |
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TERMS OF AGREEMENT

1. Conditioned upon Training Provider's payment of the additional Support Fee of **\$375.00 USD**, NABCEP agrees to complete a onetime initial set up and design of the Training Provider's Home Page.

2. Training Provider agrees to transmit all Home Page content, including text, logos, videos, photographs, and company contact information to NABCEP in accordance with the following terms:

- Within 60 days of the signing of this Addendum, all material will be delivered to: Eric Filante at efilante@nabcep.org.
- One primary contact will be responsible for working with NABCEP Staff and approving the final Home Page. The Primary Contact is:

NAME: _____

EMAIL: _____

PHONE: _____

3. NABCEP will be responsible for producing the Home Page set up no later than 30 days after receiving the page content from the Training Provider, or in accordance with a timeline agreed to between the parties.

4. Training Provider agrees to only transmit content that is true and correct and to which the Training Provider holds all rights and responsibility.

5. DISCLAIMER OF DAMAGES.

Regardless of whether any remedy set forth herein fails of its essential purpose and even if NABCEP has been advised of the possibility of such damages, except for the indemnity against Infringement of intellectual property, in no event shall NABCEP or any of its managers, members, officers, employees or agents, be liable to Training Provider for any special, consequential, indirect or similar damages, including any lost profits. NABCEP shall not be responsible or liable to Training Provider, or its agents, or course attendees, for loss of use, lost data, personal injury or property loss, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way related to or connected with its page content or services, including without limitation any damages, loss or injury caused by or resulting from reliance on any information obtained through use of the posted content, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, or delays in operation or transmission arising out of the use or inability to use the posted content.

In no event shall NABCEP's liability exceed the price paid by the Training Provider pursuant to this agreement during the year preceding the act or omission out of which such liability arose. If Training Provider is a California resident, it waives California Civil Code Section 1542, which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

6. INDEMNIFICATION

6.1. NABCEP and Training Provider shall mutually indemnify, and hold harmless from and against any claims, demands, liabilities, losses, damages, judgments, and all costs and expenses related thereto (including reasonable attorneys' fees), to the extent resulting from any claim that the posted content, or any portion thereof, infringes or violates any copyright, patent, trade secret, license, or other proprietary right of a third party.

6.2. In the event that the posted content or any portion thereof is held to infringe

and its use is enjoined, NABCEP shall have the obligation to remove the infringing content from the public's view. Training Provider will have the opportunity to, (i) modify the infringing portion of the Page Content, so that it is non-infringing, (ii) procure the right to continue to use, copy, distribute, market, or sublicense the infringing materials, or (iii) replace the posted content or portions thereof with equally suitable, non-infringing materials. Additional fees may apply.

6.3. NABCEP shall have no liability for any claim of infringement based on (i) use or combination of any portion of the Training Provider's Posted Content, with any products or services not supplied by NABCEP, if such infringement would not have occurred without such use or combination, (ii) use or marketing of the Posted Content by Training Provider, after having received notice from NABCEP that the Posted Content infringes the proprietary rights of a third party, or (iii) use of other than the latest unmodified version of the Posted Content provided to NABCEP, if the infringement would have been avoided by the use of such version. Notwithstanding anything to the contrary contained in this Agreement, NABCEP's indemnity obligations in this Section shall be limited by Sections 4 and 5.

The Effective Date of this Addendum is _____.

North American Board of Certified Energy Practitioners

Date: _____

Shawn W. O'Brien, President/CEO

Date: _____

Training Provider