



National Safety Council First Aid Training Center Agreement

Thank you for your interest in becoming a provider of National Safety Council® First Aid Training and for supporting the NSC® mission to save lives by preventing injuries and deaths at work, in homes and communities, and on the roads through leadership, research, education and advocacy.

Throughout the document FATC indicates First Aid Training Center and NSC indicates National Safety Council.

APPLICATION PROCESS:

- Each First Aid Training Center and Instructor Agreement submitted is carefully and individually reviewed.
- The person designated as the First Aid Training Center Administrator will be notified in writing as to the approval or rejection of the Agreement. In most cases the Agreement review period is no longer than 10 business days.
- The Agreement must be completely filled out for it to be considered for approval.
- If we have a question regarding your Agreement, an NSC representative will contact you. In some cases, the Agreement may be forwarded to the Senior Director of First Aid Programs for review and input.
- NSC reserves the right to reject any First Aid Training Center and/or Instructor Agreements at its sole discretion.

NSC PROGRAM START-UP FEES: Each approved First Aid Training Center is required to purchase one NSC Instructor Resource Kit per authorized instructor for each course to be taught by that instructor. **Please Note: Instructor cards for authorized instructors will not be issued until these materials have been purchased.**

INSTRUCTOR AUTHORIZATION FEE: The first year of the instructor authorization fee is included in the cost of the Instructor Resource Kit. After the initial year, authorized NSC instructor credentials must be renewed annually for \$40.00. These fees are non-refundable.

Please send all completed applications and supporting documentation and signatures to:

Metropolitan Safety Council, Inc.
4200 South I-10 Service Road West, Suite 140
Metairie, LA 70001

For faster processing, all documentation may be emailed to info@metrosafety.org.

If you have any questions regarding the Agreement process, please call [504-888-7618](tel:504-888-7618) during business hours 8:30 – 4:30 (CST).



First Aid Training Center Agreement

The information contained below is the terms and conditions of becoming a National Safety Council First Aid Training Center. The First Aid Training Center is responsible for complying with the Terms and Conditions as stated below. Please retain the following pages of Terms and Conditions for your reference.

Terms and Conditions

Appointment; Term; Renewal

1. FATC agrees that this Agreement will continue for a two year term unless it is terminated by NSC or FATC. It will be renewed at the end of each term or renewal term by NSC without the need for signatures by NSC or the Training Center if FATC has complied with all of the terms of the Agreement.
2. If, after appointment, NSC makes any changes to the terms and conditions of the First Aid Training Center Agreement, the FATC will be notified of the change in writing and NSC will request the FATC's signature indicating its agreement to the change.
3. To remain a FATC, an NSC First Aid Instructor in good standing must be assigned to the FATC at all times.

Compliance With Guide/Regulations

4. FATC agrees to teach all NSC courses in accordance with the most recent NSC curriculum, administrative policies and procedures, including those policies and procedures regarding updating of instructors.
5. FATC agrees to use only NSC course materials when issuing NSC course completion cards.
6. FATC agrees to teach the core content and test skills of the NSC program before issuing NSC Course Completion Cards. Use of competitors' content in conjunction with, or as a supplement to, NSC materials is a direct violation of this Agreement.
7. FATC agrees to retain program rosters for no less than five (5) years after the date the program is conducted or enter program rosters into the NSC First Aid Completion Tracking System at <http://firstaidroster.nsc.org/>.
8. FATC agrees that in offering the programs, FATC and its instructors will comply with all federal, state and local laws, regulations, rules and ordinances.
9. FATC agrees to comply with and offer the programs in strict accordance with NSC's current Instructor Manual and Instructor Guidelines.

Materials

10. FATC will ensure that NSC authorized course materials are made available to each course participant.
11. FATC will ensure the following equipment is available during appropriate NSC courses in sufficient numbers to allow each student reasonably adequate hands-on practice of skills.
 - Adult/child manikin
 - Automated external defibrillator (trainer)
 - Barrier devices (face shields, masks, gloves)
 - Bandaging materials
 - Auto Injectors
12. FATC agrees to provide regularly scheduled maintenance of training equipment.
13. FATC agrees to purchase the required student workbooks, exclusively from NSC, an NSC Chapter or authorized distributor.



First Aid Training Center Agreement

Copyright

14. FATC recognizes that the First Aid courses are the exclusive property of NSC. FATC understands that the First Aid course materials and audiovisuals are copyrighted and that reproduction of this copyrighted material in any form is prohibited. Any unauthorized reproduction or use of this copyrighted material can result in immediate termination of this Agreement and NSC may also pursue legal recourse.

Instructors

15. FATC will ensure that each NSC instructor affiliated with its FATC is monitored at least once during their authorization.

16. FATC will ensure that only current authorized NSC instructors teach the NSC courses.

17. FATC ensures that instructors have not been convicted of a crime.

18. FATC ensures that instructors are teaching in accordance with the latest guidelines.

Supervision

19. FATC will take all appropriate action to ensure a quality educational experience for students, including removal (and notifying NSC) of instructors affiliated with its FATC who have failed reasonable attempts at remediation.

20. FATC will take reasonable care to ensure that the instructor to student ratio for a CPR course does not normally exceed 12 students per instructor.

21. FATC will take reasonable care to ensure that the instructor to student ratio for a First Aid course does not normally exceed 20 students per instructor.

22. FATC will work with NSC to investigate and as necessary, correct any situation which could be harmful to the NSC programs, NSC First Aid Training Centers or NSC instructors.

23. FATC will ensure that its FATC employees, instructors and contractors will refrain from any dishonest, unethical or illegal conduct, including unauthorized duplication of copyrighted material.

24. FATC agrees to allow NSC to monitor FATC's presentation of the First Aid Courses.

25. FATC will ensure that its FATC employees and NSC instructors affiliated with its FATC dress in a clean, "business casual" manner when teaching.

NSC Trademark

26. FATC agrees that the trademarks, trade names, and logos used by the National Safety Council are the sole property of the National Safety Council. A First Aid Training Center may only use the National Safety Council's trademarks, names and logos in the manner stated in National Safety Council's Instructor Manual.

Assignment

27. FATC agrees it will not assign this Agreement.

Agency

28. The relationship between NSC and FATC is one of seller and purchaser and despite the Agreements made in this document, nothing contained herein shall be deemed to create a joint venture or licensor-licensee relationship.

Termination

29. NSC or FATC may terminate this Agreement at any time, with or without cause, by giving thirty days advance written notice to the other party. Either party may terminate this Agreement upon ten days advance written notice if the other party has materially breached any provision of this Agreement. If the breaching party corrects the breach within the ten-day notice period, the termination shall not become effective.



First Aid Training Center Agreement

Post-Term Obligations and Rights

30. Upon the termination or expiration of this Agreement FATC agrees:

- a) FATC will stop teaching the First Aid courses, except that FATC may complete any First Aid courses in progress at the time of termination or expiration.
- b) FATC will not represent to the public that it is authorized to teach the NSC First Aid Courses
- c) FATC will stop using in advertising or in any other manner, the trademarks, trade names, logos, and other identifying characteristics or indicia of NSC or the First Aid courses, and FATC will not teach, or cause to be taught, a First Aid/CPR course under any name or logo likely to be confused with NSC or the First Aid courses
- d) FATC will return to NSC, at FATC's expense and without retaining any copies, all advertising and promotional materials which NSC provided to FATC during this Agreement.
- e) FATC will pay all amounts owed to NSC.

31. FATC agrees to complete the application process by supplying the order and payment information.



First Aid Training Center Agreement

Please complete the application below and return it with the supporting documents to the National Safety Council.

Yes No

Is your First Aid Training Center providing training to the general public?
Is your First Aid Training Center providing training to your employees and/or their families?
Is your First Aid Training Center Tax Exempt? (If yes, please provide a Tax Exempt letter with your Agreement)

Training Center Name: _____ Center ID # _____

FATC Administrator Name: _____ Contact ID # _____

FATC Administrator Title: _____

Address: _____

City/ST/Zip: _____

Telephone: _____ Fax: _____

E-mail*: _____

*Providing your e-mail allows NSC to send first aid program updates and marketing communications to you.

FATC agrees to purchase the instructor training kit that is required for all courses checked below.

- | | |
|------------------------------------|--|
| NSC First Aid, CPR & AED | NSC First Aid |
| NSC Primeros Auxilios, RCP y DEA | NSC CPR & AED |
| NSC Pediatric First Aid, CPR & AED | NSC Emergency Medical Response |
| NSC Advanced First Aid, CPR & AED | NSC Basic Life Support for Health Care & Professional Rescuers |

The Terms and Conditions shall govern your status as an NSC First Aid Training Center. By signing this Agreement, you accept the Terms and Conditions in full; accordingly, if you do not comply with any part of the Terms and Conditions, The FATC may be terminated immediately.

First Aid Training Administrator Signature Date

First Aid Training Center Company Official Signature Date

NSC Chapter/Distributor Signature Date

National Safety Council Signature Date

This Agreement will become effective upon signature of the National Safety Council and will be effective as of the date of the National Safety Council's signature.