



DDC PUBLIC SUB-AGENCY TRAINING AGREEMENT

PLEASE TYPE OR PRINT

NEW EXISTING

Organization _____

DDC PROGRAMS:

Contact _____

DDC-6/8 DDC-4

Address _____

DDC-PTD DDC-ADD

City _____ State _____ Zip _____

DDC-Mature Driver DDC-A25

Telephone _____ Fax _____

Other: _____

E-mail _____

Website _____

Sponsoring DDC Public Training Center: National Safety Council, South Louisiana Chapter ("Training Center") ID. No: 243558.

1. APPOINTMENT; APPROVED AREA OF RESPONSIBILITY; TERM

Subject to Sub-Agency being a member in good standing of National Safety Council ("NSC") and subject to Sub-Agency's receipt of a copy of this Agreement bearing the written approval of an authorized representative of NSC, Training Center, an authorized training center for the DDC Programs indicated above ("DDCs"), appoints Sub-Agency and Sub-Agency accepts the appointment to teach the DDCs on a non-exclusive basis to the driving public throughout the following area ("Area"):

In Louisiana Only

Parish(es): _____

The appointment shall have an initial term of two (2) years beginning on the date Training Center receives written notification of NSC's approval and ending two (2) years thereafter.

2. OBLIGATIONS OF SUB-AGENCY

- A. Sub-Agency has been provided with, has read, and understands NSC's Manual and Procedures (the "Manual"). Sub-Agency agrees to comply with the Manual, as it may be amended from time to time by NSC, as if the Manual was fully set forth in this Agreement. Sub Agency shall comply with all applicable governmental rules, regulations, laws or ordinances as it pertains to the delivery, administration or benefits of the DDCs.
- B. In providing the DDCs, Sub-Agency agrees to strictly adhere to the appropriate, current Instructor's Manuals and to use the DDC materials prescribed therein. Sub-Agency further agrees that it will use the DDC materials only in connection with fulfilling its obligations under this Agreement. Sub-Agency shall order all DDC materials and equipment from Training Center. Sub-Agency agrees to inspections by NSC or Training Center or their delegate(s), as may be undertaken from time to time. Sub-Agency understands that the DDC materials and audio visuals are copyrighted and that reproduction or use of NSC copyrighted material in any form is prohibited. Any unauthorized reproduction or use of NSC's copyrighted material shall be justification for immediate termination of this Agreement.
- C. Sub-Agency agrees to use only registered NSC-certified instructors to teach the DDCs.
- D. Sub-Agency agrees to supervise the presentation of all DDCs to ensure quality of instruction, adhere to course content, and the presentation of certificates to individuals completing the DDCs. Annual Training Reports will be submitted to Training Center at such time and in such manner as may be required by Training Center.
- E. Sub-Agency agrees and acknowledges that the DDCs are the exclusive property of NSC and that Sub-Agency obtains no right to or interest in the DDCs by becoming or acting as a Sub-Agency.
- F. Sub-Agency understands and agrees that the leasing of the appropriate DDC DVD/video set(s) is for the sole purpose of teaching the DDCs and that the DVDs/videos remain the sole property of NSC. Sub-Agency must renew its leases to DDC DVD/video set(s) annually in order to maintain its appointment as a Sub-Agency. No organization will be considered for appointment as a Sub-Agency without proof of payment for a current NSC DVD/video lease(s).
- G. Sub-Agency will provide the necessary locations and classrooms for the DDCs. The locations and classrooms must be approved by Training Center.
- H. Sub-Agency acknowledges that NSC is the sole owner of the trade names, trademarks and logos used by NSC (the "Marks"), including but not limited to "NATIONAL SAFETY COUNCIL", the green cross for safety, "DEFENSIVE DRIVING COURSE", "DDC" and design (car in circle of vehicles), and Sub-Agency acknowledges the validity of the Marks.
Sub-Agency agrees that it will not use the Marks, or any name, mark or logo confusingly similar thereto, except in accordance with NSC's policies on the use of its Marks, the current version of which is set forth in the Manual.
Sub-Agency agrees that all references to the DDCs, in print or otherwise, made by or on behalf of Sub-Agency shall indicate the source of the DDCs by referring to them as "the National Safety Council's Defensive Driving Courses." In the event that Sub-Agency desires to use a logo in connection with a reference to the DDCs, Sub-Agency shall use the green cross for safety and/or the DDC design (car in a circle of vehicles) logos.

3. OBLIGATIONS OF TRAINING CENTER

Training Center will provide the following services to Sub-Agency:

- A. Training Center will provide, or assist Sub-Agency in obtaining, Instructor Courses and other training for Sub-Agency's instructors so that they may be certified as required by NSC.
- B. Training Center will promptly process all Sub-Agency orders for DDC materials.
- C. Training Center will promptly inspect, and notify Sub-Agency regarding its approval or disapproval of the classrooms and locations selected by Sub-Agency.
- D. Training Center will monitor and supervise the DDCs offered by Sub-Agency.
- E. Training Center will be the liaison between Sub-Agency and NSC and will promptly provide Sub-Agency with all amendment to the Manual and the Instructor's Manuals.

4. SIMILAR COURSES AND MATERIALS

During the term of this Agreement, and for ninety (90) days after expiration or termination, Sub-Agency and its owners, directors, officers and key employees shall not, directly or indirectly, promote, sell, distribute, offer, receive training in, or otherwise become affiliated with any driver improvement courses other than those developed or offered by NSC.

5. ASSIGNMENT

Sub-Agency's rights and obligations under this Agreement are not assignable without the prior written consent of NSC. Any attempted assignment, except as expressly approved by NSC in writing, shall be null and void.

6. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.
- B. If any act or omission of the Sub-Agency has the potential to materially impair the reputation of Training Center, NSC or the DDCs, as determined by Training Center, Training Center may terminate this Agreement on three (3) days prior written notice to Sub-Agency.
- C. In addition to the foregoing, at the election of NSC this Agreement shall terminate upon the expiration or termination of Training Center's appointment as an authorized Training Center for the DDCs in the Area: NSC's election to be evidenced by written notice to Sub-Agency given within thirty (30) days of such expiration or termination. If NSC does not elect to terminate this Agreement, Sub-Agency agrees to recognize NSC as the Training Center under this Agreement and to continue its compliance with the terms of this Agreement.

7. POST-TERM OBLIGATIONS AND RIGHTS

Upon the termination or expiration of the Agreement:

- A. Sub-Agency shall immediately cease teaching the DDCs, provided, however, that Sub-Agency shall be permitted to conclude any DDC then in progress.
- A. Sub-Agency shall not thereafter directly or indirectly represent to the public that it is authorized to teach DDCs.
- B. Sub-Agency shall immediately cease to use, directly or indirectly, in advertising or in any other manner whatsoever, the Marks, symbols, and other identifying characteristics or indicia of NSC or the DDCs, and the Sub-Agency shall not thereafter teach, or cause to be taught, a driver safety course under any name or logo likely to be confused with NSC or the DDCs;
- C. Sub-Agency shall promptly return to Training Center, at Sub-Agency's expense and without copying or extraction, all DVDs/videos, workbooks, Manuals, Instructor's Manuals, and advertising and promotional materials which were provided to Sub-Agency; provided, however, that, if Sub-Agency has otherwise paid all sums owing, Training Center shall, subject to any cancellation or other fees set forth in the Manual, refund a prorated amount of any DVD/video rental fee paid by Sub-Agency or any period subsequent to the Termination Date and pay to Sub-Agency an amount equal to the amount actually paid by the Sub-Agency for any of the then current and unused student workbooks that are returned in the same condition as originally delivered to Sub-Agency.
- D. Sub-Agency shall promptly pay all sums owing to Training Center and NSC, including, in the event of termination for any breach by Sub-Agency, all actual and consequential damages and costs and expenses (including legal and accounting fees and expenses) incurred by Training Center and NSC on account of such breach.

**Failure to do so will result in \$800 "lost video" fee.*

Date	Signature— Sponsoring DDC Public Training Center Beth Inbau Print Name— Sponsoring DDC Public Training Center President & CEO, NSC, South LA Chapter Title— Sponsoring DDC Public Training Center	X Date	X Signature—Sub-Agency Representative
			X Print Name—Sub-Agency Representative
			X Title—Sub-Agency Representative

Date Accepted	Signature—National Safety Council Representative	Print Name—National Safety Council Representative	Title—National Safety Council Representative
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Mail / Email / Fax to:

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