



Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") is effective as of 8/13/12 ("Effective Date") by and between the American National Red Cross ("Red Cross") and the party agreeing to the terms of this Agreement (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach Red Cross training courses ("Courses") specified in Appendix A within AP's organization. If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind such entity to these terms and conditions, (ii) you have read and understand this Agreement, and (iii) you agree, on behalf of the entity that you represent, to this Agreement. If you don't have legal authority to bind the entity, please do not sign this Agreement.

1. **AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
 - 1.1 Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
 - 1.2 Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix B;
 - 1.3 Obtain Red Cross confirmation of certification status of new AP Instructors before permitting such Instructors to teach a Course;
 - 1.4 Be responsible for the oversight of AP's Instructors and require that Instructors teach Courses using Red Cross course materials ("Course Materials"), and in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
 - 1.5 Operate in accordance with all Red Cross Policies;
 - 1.6 Permit Red Cross to perform random observations of AP's Courses;
 - 1.7 Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
 - 1.8 Enter training records into the Learning Management System ("LMS") within ten (10) calendar days of Course completion (the "Course Records");
 - 1.9 Pay the required fees in connection with all Courses;
 - 1.10 Maintain adequate insurance to cover liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to the AP or its Instructors; and
 - 1.11 Teach the Courses exclusively within the AP's organization at the multiple facility locations set forth in Appendix C; provided however, this exclusivity will be limited solely to the Courses specified on Appendix A.
2. **Red Cross Responsibilities:** To facilitate AP's Course offerings, Red Cross agrees that it will:
 - 2.1 Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
 - 2.2 Approve properly submitted Course Records and provide certifications for Courses, if applicable;
 - 2.3 Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
3. **Term and Termination.**
 - 3.1 This agreement will be effective as of the Effective Date and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
 - 3.2 Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
 - 3.3 Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
 - 3.4 Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.
4. **Fees and Invoicing.**
 - 4.1 AP will use its best efforts to comply with the AP Resource Guide's preferred payment option for fees and invoices.
 - 4.2 Fees are set forth on Appendix A. Red Cross will send invoices to the AP after the approval of Course Records. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees at its sole discretion upon thirty (30) days advance notice of such fee changes. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 3.
 - 4.3 If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with all Red Cross Policies, the AP is responsible for all costs associated with the retraining of course participants. Red Cross will determine the party, which may include, but is not limited to, the AP or any Red Cross employee, volunteer, LTP or AP, to offer the retraining in its sole discretion.
5. **Notices:** The contact at the AP for this Agreement is Name of AP Representative] (the "AP Representative"). Red Cross will

deliver notices to the AP at the following mailing address P.O. Box 1200 Connell Wa 99326 and the Red Cross will send invoices to the following AP billing address, if different from the mailing address, [redacted]. AP shall deliver notices to the Red Cross at PO Box 3097, Seattle, WA 98114-3097, ATTN: Michael Dilley, Aquatic Specialist WA Territory, with an additional copy to 2025 E Street, N.W., Washington, DC 20006, ATTN: Preparedness, Health & Safety Services Department.

6. **Confidentiality and Intellectual Property:**

- 6.1 Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
- 7. **Entire Agreement, Amendments, and Assignments:** Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.
- 8. **Independent Contractors:** Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

City of Connell **THE AMERICAN NATIONAL RED CROSS**

Signature: _____

Name: Jason Janosky _____

Title: Parks and Recreation Director

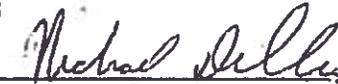
Date: 8/13/12]

Signature: _____

Name: MICHAEL DILLEY

Title: AQUATIC SPECIALIST, WASHINGTON TERRITORY

Date: _____



8-23-2012