



## Continuing Education Provider Agreement

This non-exclusive Continuing Education Provider Agreement (“Agreement”), effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2017 is entered into by and between National Exercise Trainers Association, a Minnesota Not-For-Profit corporation (“NETA”) and the organization and individual listed below (“Provider”).

**Whereas**, NETA-certified Fitness Professionals (“Professionals”) are required to complete twenty (20) hours of continuing education credits biannually (20 CEC’s) in order to maintain their certification. These professionals typically participate in workshops, seminars and industry conventions that have been approved for NETA CEC’s.

**Whereas**, NETA seeks Continuing Education Providers to assist in providing CEC’s to Professionals; and

**Whereas**, Provider desires to become a NETA Continuing Education Provider for 2017.

**NOW, THEREFORE**, In consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Statement of Agreement

Provider agrees to the terms set out herein. Additionally, Provider agrees that:

It has submitted or will submit accurate Continuing Education Provider Application.

It will abide by NETA’s Continuing Education Provider Policies and Procedures and Code of Ethics.

It has submitted or will submit with this Agreement all items listed on NETA’s Course Application.

NETA reserves the right to modify the documents attached hereto and to require compliance by Provider with such modifications within ninety (90) days of notification of any modifications. Provider acknowledges and agrees that NETA application fees are non-refundable and are charged in consideration of NETA’s review of Provider’s application to become a Provider pursuant to this Agreement and all materials related to such application. NETA reserves the right at its sole discretion, to publicize and promote this Continuing Education Provider relationship in any manner NETA deems appropriate.

### 2. Term

This Agreement shall commence as of the date of final execution of the parties herein and continue through December 31, 2016.

All rights granted herein shall terminate upon the termination of this Agreement on December 31, 2016.

### 3. Grant of License

During the term hereof, and subject to the terms and conditions of this Agreement NETA grants to Provider a non-exclusive, non-transferable limited license to use the “NETA Approved” logo in connection with the sale and distribution of only the Product expressly approved for CEC’s in writing by NETA. That license is personal to the Provider named in this Agreement. A copy of the “NETA approved” logo is attached hereto as Exhibit E.

The Product may be marketed, distributed and sold by Provider throughout the World. Provider’s right to use the NETA logo is limited to use of the “NETA Approved” logo. Provider may not use the logo in any other manner, on any other products, or in any other media without the express written permission of NETA.

### 4. License Limitations

All rights not specifically granted to Provider herein are expressly reserved by NETA. Provider agrees to use the proper trademark notice (R) for each reference to the Logo. Provider may not: (a) use the NETA logo with any descriptive qualifier other than “approved”; (b) use the logo on any promotional materials that promote Provider’s other services; or (c) use the logo in conjunction with any other product or service not approved in writing by NETA.

### 5. Ownership of Trademark

Provider acknowledges that NETA is the owner of the trademark and all other rights and entitlements related thereto. Other than as expressly set forth herein, Provider has absolutely no right title or interest in or to the trademark. Provider further agrees that it will not alter the logo in any way, that it will do nothing inconsistent with NETA’s ownership of the trademark, and that all goodwill from use of the trademark by Provider shall inure solely to the benefit of NETA.

### 6. Quality Control/Approval of Product

Provider shall provide the final version of the Product to NETA for content review in order to allow NETA to determine, in its sole judgment if all content is consistent with NETA standards. Provider must obtain NETA’s written approval prior to any distribution or sale of Products bearing the NETA trademark and reasonable approval will not be withheld. After the Product is approved in writing, Provider shall not depart there from without resubmitting the new finished Product for subsequent written approval by NETA. Provider agrees that the nature and quality of the Product shall be of the highest quality, manufactured free from defects and in full compliance with all laws, and with the quality control standards established by NETA. Provider shall operate its business in a manner that reflects favorably at all times on the trademark. At NETA’s request Provider shall provide NETA with copies of the Product or any materials related to the Product including, but not limited to, brochures, line sheets, advertisements, and promotional materials.



## Continuing Education Provider Agreement (*continued*)

If, at any time, NETA determines in its reasonable discretion that a Product bearing the NETA trademark is of poor quality, NETA may give Provider notice to immediately cease production and distribution of said Product until its quality is improved to the reasonable satisfaction of NETA. Upon notice of defect given by NETA, Provider shall promptly cure the defects in the use of the trademark or the goods offered thereunder. In the event that the Provider does not take reasonable steps to cure such defect within thirty (30) days after notification by NETA, NETA shall have the right to terminate this Agreement without further notice to Provider. Provider agrees not to use any other trademark or service trademark of a third party in combination with the trademark without prior written approval of NETA. Provider agrees to conduct itself in a manner that reflects favorably at all times on the trademark and NETA. If, at any time, NETA determines in its reasonable discretion that Provider has misused the trademark, violated the NETA Continuing Education Provider Policies and Procedures or NETA Continuing Education Provider Code of Ethics, misled consumers, or misrepresented itself or its products or services in any way, NETA shall have the right to terminate Provider's NETA's Continuing Education Provider Agreement without further notice to Provider.

### **7. Release and Insurance**

Provider hereby agrees to waive, release, and forever discharge NETA and NETA's affiliates, agents, servants, employees, officers, directors, instructors and all others from any and all responsibilities or liability of any nature from injuries or damages resulting from or related to Provider's Product.

Provider further agrees to obtain and keep in force policies of general liability insurance which will include but not be limited to personal injury liability, premises liability, workers compensation insurance, employer's liability insurance, broad form property damage, and independent contractor coverage which would cover any act or injury occurring related to Provider's Product. Insurance will hold limits of \$1,000,000 with an insurance company that NETA deems satisfactory. Copy of liability policy must be provided with the application.

### **8. Notices**

Any notice, communication or payment should be sent to the following address:  
NETA, National Exercise Trainers Association, 12800 Industrial Park Boulevard, Suite 220 Minneapolis, MN 55441

### **9. Additional Terms and Conditions:**

Additional Standard Terms and Conditions are attached hereto as "List of Attachments" and are part of this agreement.



## List of Attachments

- Exhibit A Continuing Education Provider Application
- Exhibit B Terms and Conditions
- Exhibit C NETA's Continuing Education Provider Policies and Procedures
- Exhibit D NETA Continuing Education Provider Code of Ethics
- Exhibit E Licensed Trademark

IN WITNESS WHEREOF, the parties have caused this document to be duly executed as of the dates listed below.

### Provider

Organization/Provider name \_\_\_\_\_

Contact name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### National Exercise Trainers Association

Approved By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Director of Education)



**Exhibit A** **2017 Continuing Education Provider Application**

NETA processes completed applications and notifies applicant in writing within 45 days of receipt:

1. The status of your application
2. The number of credits awarded
3. The calendar year credits are valid

All courses are issued an approval number and are approved on a calendar-year basis; all courses expire on December 31<sup>st</sup> of the year for which you are applying.

- Fill out this form completely
- Submit course outline and presenter applications
- Include the appropriate fees as listed below and mail to NETA

**Mail applications to:** National Exercise Trainers Association, Attention: Continuing Education Specialist, 12800 Industrial Park Boulevard, Suite 220 Minneapolis MN 55441, or fax to (763) 545-2524.

**Date:** \_\_\_\_\_

**Organization / Business Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

<b>This application is for "Live Workshops" only. NETA does not offer correspondence courses at this time.</b>		
<b>A. Enter Annual Provider Base Fee of \$125</b>		
<b>B. Enter Total Number of Courses x \$25:</b>	<b>Enter # of courses</b> _____	<b>x \$25</b>
<b>C. Number of presenters x \$15 =</b>	<b>Enter # of presenters</b> _____	<b>x \$15</b>
<b>Total of all Fees</b>		

Fees are due with application submission. All fees are non-refundable and payable in U.S. funds.

Method of Payment:

- Check # \_\_\_\_\_ *Made payable to NETA*
- Visa or MasterCard Card # \_\_\_\_\_ Exp Date \_\_\_\_\_ 3 Digit Code \_\_\_\_\_

**Amount Enclosed \$** \_\_\_\_\_ **Cardholder's Signature** \_\_\_\_\_

**Please Sign**

Signature _____	Date _____
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**Course Outline**

**Provider Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Description:**

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**Objectives:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Agenda**  
*(Describe the activities, lecture topics and time allotments)*

**Practical Hours** *(Individual or group activities designed to enhance learning)*

**Practical Time:** \_\_\_\_\_ hour(s)

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**Lecture Hours** *(Lecture topics)*

**Lecture Time:** \_\_\_\_\_ hour(s)

*Please provide us all lecture notes, supporting materials, power points, homework assignment, everything you are providing in your course/workshop must be submitted to us in hard copy-final product.*

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**How many CECs are you requesting for this course?**

**Total CECs Requested:** \_\_\_\_\_ hour(s)

**Resources and Supporting Material (Bibliography)**

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### Presenter Listing

**Provider Name:** \_\_\_\_\_

*Include Presenter Applications*

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

**Total number presenters:**

*If you are applying for more than 10 instructors, please photocopy this template and fill in accordingly.*

## Presenter Requirements

Minimum qualifications to become a NETA CEC provider:

Submit a Continuing Education Provider Agreement and Application.

NETA-approved courses must be presented and created by individuals meeting the following requirements:

1. Hold at least a bachelor's degree in exercise science (or a related field) and a **valid** NCCA-accredited exercise certification.
2. Possess at least three years experience in the subject matter being presented.
3. Provide three references from fitness industry professionals that can verify your experience.



## Presenter Application

Provider Name: \_\_\_\_\_

### Tell us about your Qualifications

Date: \_\_\_\_\_

Presenter Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Please List Certifications (use a separate sheet if needed)

Type (example: Personal Trainer)	Organization (example: NETA)	Expiration (example: June 2012)

### Please List Education / Degree (use a separate sheet if needed)

Degree (example: B.S.)	Institution (example: University of Minnesota)	Major (example: Kinesiology)	Date Earned (example: August 2000)

### Experience (use a separate sheet if needed)

Position Held (example: Personal Trainer)	Company Name (example: ABC Fitness)	Duties (example: Fitness Testing, Program Design)	Dates (example: May 2000-present)

### References (minimum of 3 references)

Name	How Known	Contact Information	May We Contact?

### Please read, sign and date below.

I have read, understand, and agree with the policies and procedures established by NETA. It is my intent to uphold the professional ethics expected of me as an education provider. The information provided here is true and accurate to the best of my knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Exhibit B

# Terms and Conditions

### 1. Infringement Proceedings

If Provider becomes aware of any fraudulent use, misuse, or infringement of the trademark, Provider shall immediately notify NETA of the particulars. In its sole discretion, NETA shall maintain and defend all actions with respect to protection and maintenance of the trademark.

### 2. Termination of Agreement

Upon termination of this Agreement: (a) all rights in the "NETA Approved" trademark and the goodwill connected therewith shall remain the property of NETA; (b) all rights granted herein to Provider shall terminate and Provider shall have no further rights to the trademark; (c) Provider shall cease use of the logo and all related manufacturing, sale and any activity that suggests that it has any right to the trademark or that it has any association with NETA.

NETA shall have the right to terminate this Agreement upon fifteen (15) days written notice to Provider in the event of any affirmative act of insolvency by Provider, or upon the appointment of any receiver or trustee to take possession of the properties of Provider or upon winding-up, sale, consolidation, merger or any sequestration by governmental authority of Provider. In the event of the termination by NETA for failure by Provider to satisfy the terms and conditions of this Agreement, Provider agrees that NETA will not be liable for any direct or consequential damages as a result of such termination.

### 3. Choice at Law, Venue, and Costs

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. This Agreement is deemed to be consummated in the State of Minnesota and the parties consent to venue and personal jurisdiction in Plymouth, Minnesota in the event of a dispute.

All disputes shall be resolved by the procedures established by the NETA Continuing Education Provider Policies and Procedures.

In the event that any party to this Agreement commences any action, legal or otherwise, concerning any aspect of this Agreement including but not limited to the interpretation or enforcement of any of its provisions or because of any alleged dispute, breach, default, or misrepresentation in connection with any aspect or provision of this Agreement the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses incurred in connection with the action or proceeding. The award of attorney's fees shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, include the full amount of costs, expenses, and attorney fees incurred in good faith.

### 4. Representations and Indemnity

NETA hereby represents and warrants to Provider that: (i) NETA has the power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) The trademark or any related materials will not violate the rights of any third party and will not give rise to any claim of such violation. Provider hereby indemnifies and agrees to hold harmless NETA, NETA's affiliates and agents, servants, employees, officers, directors and other officials (collectively, the "Indemnified Parties") from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of the manufacture and distribution of any products including, without limitation, any lawsuits involving any of the Indemnified Parties by reason of or alleging any (i) acts or omissions of Provider, (ii) breach of any representations, warranties or covenants of Provider under this Agreement, (iii) unauthorized or infringing use by Provider of any patent, process, trade secret, copyright, trademark, or publicity right or other similar property rights or (iv) any alleged defects (design, manufacturing, handling or other) or inherent dangers in the Product or the use thereof, NETA shall have the right to control the defense of any claim and no such claim shall be settled without the approval of NETA. NETA shall notify Provider promptly of any claim hereunder as to which NETA is seeking indemnification.

### 5. Entire Agreement, Modification, Assignability

This Agreement contains the entire agreement of the parties hereto and no prior written or oral negotiations, representations, inducements, promises, or agreements between them regarding the subject of this Agreement not embodied herein shall be of any force or effect. No express or implied warranties, covenants, or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. The Section headings in this Agreement are for identification purposes only and shall not affect the interpretation of this Agreement or any party hereof.

This Agreement may not be superseded and none of the terms of this Agreement may be waived or modified except by an express written agreement signed by all parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties. The invalidity or unenforceability of any provision herein shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Neither this Agreement nor any of Provider's rights hereunder are assignable by Provider without the express written consent of NETA. Subject to the above restraints on assignment, this Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the parties.

### 6. Non-Agency of Parties

This Agreement does not constitute and shall not be construed as constituting an agency, a partnership or joint venture between NETA and Provider. Provider acknowledges that it is an independent contractor and not an employee of NETA, Provider shall have no right to obligate or bind CE in any manner whatsoever, and nothing herein contained shall give, or is intended to give any rights of any kind to any third parties.

## Exhibit C

# Continuing Education Provider Policies and Procedures





## **Operational Guidelines & Procedures for Live Workshops**

NETA operational guidelines and procedures ensure quality education and service to NETA certified professionals. These operational guidelines and procedures may be modified by NETA at any time. Each approved organization and its designated contact agrees to adhere to the following:

### **Before the Course**

**Provider agrees to assign one contact person who will be responsible for communicating with NETA and disseminating information to all approved instructors. The Provider Contact will:**

1. Respond to any NETA staff inquiries and customer complaints.
2. Notify NETA prior to the workshop of any course, instructor or organizational changes.
3. Represent NETA and NETA's materials in a positive and professional manner.
4. Ensure all instructors are approved and follow NETA guidelines.

### **During the Course**

1. Issue each attendee an accurate certificate of completion at the conclusion of every NETA approved course. An accurate certificate of completion must include: attendee name, course title (as approved by NETA), NETA approval number, course date, number of continuing education credits (CECs) and the approved presenter's name.
2. The "NETA Approved" logo may be used on certificates of completion of NETA approved courses.
3. Allow NETA to administer quality assurance audits.
4. Teach the course as submitted and approved by NETA.

### **After the Course**

1. Keep master copies of approved course content on file for two years.
2. Keep course attendance electronic/paper records on file for at least two years.
3. Ensure that contact information is readily available to course participants and that customers receive a timely response to inquiries.

### **Provider Marketing Guidelines**

As a NETA Continuing Education Provider, you are required to abide by all NETA Provider marketing guidelines. This includes policies and procedures for usage of the NETA-approved Logo and the National Exercise Trainers Association name.

The NETA Provider Marketing Guidelines

1. Promote safe and scientifically accurate products and services.
2. Use the "NETA Approved" logo only courses, products and services that are approved by NETA.
3. Present appropriate advertising to NETA audience and represent NETA in an accurate and professional manner.

### **Compliance with NETA Procedures**

NETA Continuing Education Providers must submit honest and accurate information in the application process and comply with NETA policies and procedures and the terms of the Continuing Education Provider Agreement. NETA policies and procedures may be modified by NETA at any time. Providers found to be in violation of these policies and procedures will be notified by NETA and given the opportunity to correct the situation. Failure to do so on the part of the NETA Provider may result in revocation or other action with regard to the application or course approval and/or disciplinary action for those holding NETA certification.



*As a NETA Continuing Education Provider, you will be expected to:*

- Provide high quality and scientifically accurate continuing education.
- Respect the rights, welfare, privacy and dignity of everyone.
- Adhere to standards and procedure outlined by NETA.
- Communicate honestly with NETA, the public and other fitness professionals.
- Comply with all applicable laws governing business practices, employment and trademark use.
- Provide equal, fair and reasonable treatment to all individuals.
- Provide and maintain a safe fitness environment.
- Maintain the confidentiality of all client and student information.
- Maintain the integrity and copyright of all NETA documents and materials.
- Maintain a drug- and alcohol-free work and educational environment.

**Mission Statement**

National Exercise Trainers Association (NETA) is a non-profit organization committed to elevating and maintaining the acceptable level of competence of fitness professionals. NETA ensures reliable and legally defensible testing on the knowledge and skills required to provide the general public with safe and effective exercise programming for apparently healthy adults. NETA's primary concern is public safety in the context of exercise and fitness endeavors.



**Exhibit E**

**Licensed Logo**

As a NETA Continuing Education Provider, you are required to abide by all guidelines for usage of the “NETA Approved” logo and the National Exercise Trainers Association name. The logo below is the “NETA Approved” logo to be used in conjunction with approved courses.

