



DDC PRIVATE SUB-AGENCY TRAINING AGREEMENT

PLEASE TYPE OR PRINT:

Lexington-Fayette Urban County Government

Organization ("Sub-Agency")

Mike Skidmore

Contact

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Lexington

KY

40507-3700

City

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Website

Sponsoring Training Center: Tennessee Regional Safety Council, Inc.
("Training Center")

☐ NEW

☒ EXISTING

DDC PROGRAMS:

☐ DDC-6/8

☒ DDC-4

☐ DDC-PTD

☐ DDC-ADD

☐ DDC-Mature Driver

☐ DDC-A25

☐ Other: _____

ID. No.:714806

1. APPOINTMENT; APPROVED AREA OF RESPONSIBILITY; TERM

- A. Training Center is an authorized Training Center of the National Safety Council ("NSC"). Sub-Agency's appointment by Training Center to teach the DDC Programs indicated above ("DDCs") will be effective when Sub-Agency receives a copy of this Agreement that has been approved by an authorized representative of NSC.
- B. The appointment is for two (2) years from the date NSC approves this Agreement.
- C. Sub-Agency may teach the DDCs only to (check appropriate categories): ☒ Employees ☐ Members
Others (specify) _____
All business locations _____

2. OBLIGATIONS OF SUB-AGENCY

- A. Sub-Agency has been provided with, has read, and understands NSC's Manual of Rules 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 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 currently registered NSC-certified instructors to teach the DDCs.
- D. Sub-Agency agrees to supervise the presentation of all DDCs to ensure quality of instruction, adherence 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 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 monitor and supervise the DDCs offered by Sub-Agency.
- D. Training Center will be the liaison between Sub-Agency and NSC and will promptly provide Sub-Agency with all amendments to the Manual and the Instructor's Manuals.

4. ASSIGNMENT

Sub-Agency may not assign this Agreement without the prior written consent of Training Center and NSC. Any attempted assignment will be null and void.

5. TERMINATION

Either party may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other party. The Agreement may also terminate, at NSC's election, upon the termination or expiration of Training Center's appointment as an authorized DDC Training Center.

6. POST-TERM OBLIGATIONS AND RIGHTS

Upon the termination or expiration of this Agreement:

- A. Sub-Agency will stop teaching the DDCs, except that the Sub-Agency may complete any DDC then in progress.
- B. Sub-Agency will not represent to the public that it is authorized to teach the DDCs;
- C. Sub-Agency will stop using, in advertising or in any other manner, the Marks, Symbols, and other identifying characteristics or indicia of NSC or the DDCs, and Sub-Agency will not teach, or cause to be taught, a driver safety course under any name or logo likely to be confused with NSC or the DDCs.
- D. Sub-Agency will return to Training Center, at Sub-Agency's expense and without retaining any copies, all DVDs/videos, workbooks, Manuals, Instructor's Manuals, and advertising and promotional materials which were provided to Sub-Agency. If Sub-Agency has paid all amounts owed, Training Center will, be subject to any cancellation or other fees described in the Manual, refund a prorated amount of any DVD/video rental fee paid by unused student workbooks returned to Training Center in the same condition as originally delivered to Sub-Agency. The repurchase price will be equal to the price Sub-Agency paid for the workbooks.
- E. Sub-Agency will pay all amounts owed to Training Center and NSC.

10/18/11

Andrew Williams

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|------------|---|------------|--|
| <hr/> Date | <hr/> Signature—Sponsoring DDC Training Center Andrew Williams | <hr/> Date | <hr/> Signature—Sub-Agency Representative |
| | <hr/> Print Name—Sponsoring DDC Training Center President | | <hr/> Mike Skidmore |
| | <hr/> Title—Sponsoring DDC Training Center | | <hr/> Print Name—Sub-Agency Representative |
| | | | <hr/> Risk Management |
| | | | <hr/> Title—Sub-Agency Representative |

| | | | |
|------------------------|--|---|--|
| <hr/> Date Accepted | <hr/> Signature—National Safety Council Representative | <hr/> Print Name—National Safety Council Representative | <hr/> Title—National Safety Council Representative |
|------------------------|--|---|--|

Mail to:

Questions: Call 1-800-845-9060



ATTN: DDC
Tennessee Regional Safety Council
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Nashville, TN 37210