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## Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **City of North Port, Florida** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are (i) either employees or volunteers of LTP, and (ii) who are also Red Cross-certified instructors in good standing ("Instructors"), to deliver instruction in the Red Cross training courses specified in Appendix B ("Courses") at the locations designated in Appendix C.

### **1. LTP Responsibilities.** LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Ensure that each instructor whom LTP permits to teach a Course is currently certified to teach that Course.
- 1.5. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to solicit, deliver services and provide program support within the U.S.
- 1.6. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.7. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class"), and comply with all terms and conditions of the LMS during such use.
- 1.8. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.8).
- 1.9. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.10. Obtain and maintain adequate insurance to cover its performance, and the performance of its employees, volunteers, and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

### **2. License to Course Materials; Access to Red Cross LMS.**

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to reproduce, store, publicly display and perform, Course Materials solely for the purpose of conducting



Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.

- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means either authorized or directed by Red Cross.
- 2.3. Red Cross will provide LTP with access to the LMS and an authorized means of digitally downloading and printing Course completion certificates in a form determined by Red Cross. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials

### **3. Use of Names and Marks.**

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

### **4. Term and Termination.**

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.

### **5. Fees and Invoicing.**

- 5.1 LTP will remit payment by credit card upon entry of Course records into LMS; or will be invoiced, if approved.



- 5.2 LTP will be charged a per person fee as indicated on Appendix B for each student attending each a particular Class.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. LTPs who are approved for invoicing will receive an invoice following each Class. Invoices may be issued up to four (4) times per month and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collections agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. Late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to Red Cross's issuance of Course completion certificates from and after such suspension or termination.
- 5.4 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:
- American Red Cross - Training Services  
25688 Network Place  
Chicago, IL 60673-1256
- 5.5 If approved for invoicing, LTP may elect to have invoices delivered electronically. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.6 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of a LTP-issued purchase order on any invoice excuse LTP's timely payment of that invoice.
- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 For questions or concerns about your invoice, immediately upon receipt please email [billing@redcross.org](mailto:billing@redcross.org) or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, third-party licensed training provider or authorized provider.

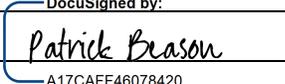


- 6. Notices.** Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.
- 7. Confidentiality.** Except as required by applicable law or otherwise provided herein, each Party will maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 8. Intellectual Property.**
- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.
- 9. Miscellaneous.**
- 9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any 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.
- 9.3 Assignment. Neither Party's rights under this Agreement may be assigned, or its obligations delegated, in whole or in part, without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 Governing Law. The Agreement is governed by the laws of the State of Florida, without giving effect to its choice or conflict of law rules.
- 10. Entire Agreement; Modifications and Waivers.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly

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understood by both Parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

- 11. Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.
- 12.** The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: <b>City of North Port, Florida</b>	<b>The American National Red Cross</b>
LTP Signature:	Red Cross Signature: 
Name: <b>Peter D. Lear, CPA, CGMA</b>	Name: <b>Patrick Beason</b> <small>A17CAFF46078420...</small>
Title: <b>City Manager</b>	Title: <b>Territory Aquatics Specialist-Florida, Puerto Rico &amp; U.S. Virgin Islands</b>
Date:	Date: 10/29/2019



Training Services  
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Appendix A – Contact Information

Licensed Training Provider (LTP) Information

LTP: **City of North Port, Florida**

LTP Address: **4970 City Hall Boulevard  
North Port, FL 34286  
US**

LTP Fax: \_\_\_\_\_

Organization ID: **CITYOFNPORQAQ**

LTP Contact: **Cheryl Greiner**

LTP Contact Email: **cgreiner@cityofnorthport.com**

LTP Contact Phone: **(941) 429-7013**

Extension: \_\_\_\_\_

*(NOTE: Billing Contact information MUST be for a specific individual; not a system or generic email)*

LTP Billing Contact Name: **Cheryl Greiner**

LTP Billing Contact Phone: **(941) 429-7013**

Extension: \_\_\_\_\_

LTP Billing Contact Email: **cgreiner@cityofnorthport.com**

LTP Billing Address: **4970 City Hall Boulevard  
North Port, FL 34286  
US**

Email Address for Invoice Delivery (if electing eInvoicing):

Legal Notices to be delivered to City Attorney’s Office, 4970 City Hall Boulevard, North Port, FL 34286;  
northportcityattorney@cityofnorthport.com.

Red Cross Strategic Account Executive

Name: **Patrick Beason**

Phone: **305-205-8712**

Ext.: \_\_\_\_\_

Email: **patrick.beason@redcross.org**

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18<sup>TH</sup> Street NW, Washington, DC 20006.