

2020 IANTD/IAND, INC. CONTRACTUAL MEMBERSHIP AGREEMENT

PLEASE READ CAREFULLY. You agree to comply when you sign and return your January 1, 2021 - December 31, 2021 IANTD/IAND, Inc. Instructor Membership Renewal Form and Annual Dues.

1. I will adhere to all teaching Standards for IANTD/IAND, Inc. courses as published in the IANTD/IAND, Inc. Standards and Procedures (Revised MARCH 23RD 2017) within the capacity of my current teaching level.
2. I will not deviate from the course content listed in the IANTD/IAND, Inc. Standards and Procedures unless approved to do so in writing by the IANTD/IAND, Inc. Board of Directors. **Written approval** will come from the Training Director of IANTD/IAND, Inc.
3. I have made myself familiar with and made myself knowledgeable about the latest IANTD/IAND, Inc. instruction methods. I have read and become completely familiar with the IANTD/IAND, Inc. course content(s) and course material(s) which I am certified to teach. I have clarified my understanding of all course content which I may not have fully understood prior to teaching said course.
4. I am aware of the fact that the degree of training for a student can seriously affect the person's health and life if conducted inadequately. I agree to take whatever measures are possible to either certify or omit from certification any student who respectively qualifies or does not qualify for certification. I understand that students who do not complete all course requirements and pass IANTD/IAND, Inc. course exams with a minimum score of 80% will not be certified.
5. I am aware that course participants may file negative reports about my teaching style and conduct with IANTD/IAND, Inc. World Headquarters. I am further aware of the recourse available to me to refute any complaints through the Board of Directors acting as the committee for quality assurance review. I agree to accept all rulings by the Board of Directors as binding.
6. I understand that IANTD/IAND, Inc. retains the option to notify other certifying organizations should I be required by the Board of Directors to undergo instructor level retraining.
7. I understand that any false reports of standards violations deemed by the Board of Directors to have been made for competitive, political or financial reasons shall be grounds for membership and teaching suspension.
8. I understand that financial irresponsibility is grounds for membership and teaching suspension.
9. I agree to file a written report on an IANTD/IAND, Inc. Incident Report Form for any accident involving an IANTD/IAND, Inc. Course or IANTD/IAND, Inc. student of which I am aware.
10. I agree to provide IANTD/IAND, Inc. World Headquarters with true and correct student contact information, including the student's proper mailing address, phone number, E-mail address and birthday when I submit a completed student registration form. I understand that such information shall be the proprietary property of both IANTD/IAND, Inc. and the submitting member.
11. I understand and agree that I will abide by this agreement at all times in a professional and ethical manner and that at no time will I make statements oral or written or participate in actions of a derogatory or inflammatory nature about IANTD, its instructors or members. Should I have criticism to make about IANTD/IAND, Inc., its officers, instructors, or members, I will direct these such comments via a private and confidential means to IANTD/IAND, Inc. World Headquarters to a managerial level employee of IANTD/IAND, Inc. Furthermore I will neither discredit IANTD/IAND, Inc. nor cause any action that will create a liability to IANTD/IAND, Inc.
12. I acknowledge that both recreational and technical diving and diving instruction are physically strenuous activities and that it is my personal responsibility to maintain the necessary level of fitness in order to involve myself in IANTD diving instruction and supervisory activities. Should my fitness fall beneath this level, I shall willingly refrain from IANTD diving instruction or supervisory activities until I am again capable and if necessary, cleared to active status by a diving medical examination performed by a licensed physician.
13. I certify that the information included on my membership renewal and insurance renewal/application is true and correct to the best of my knowledge and I understand that any subsequent renewal of my membership with IANTD/IAND, Inc. is subject to approval by the IANTD/IAND, Inc. Board of Directors.
14. I understand and agree that the conditions of my contractual membership as listed in paragraphs 1 through 13 above are mandatory and that any deviation from such listed conditions without express written consent of IANTD's BOD as represented by Tom Mount, will result in the suspension of my teaching status pending review of any such deviation by IANTD/IAND, Inc. Quality Assurance Board, which such a review, if deemed harmful to the reputation of IANTD/IAND, Inc., its instructors or members could result in expulsion from IANTD/IAND, Inc.
- 15. My signature on the instructor registration form (for IANTD/IAND, Inc.'s records), and this contract (for my records) signifies my acceptance of all of these terms.**

Signature & Date _____
Instructor Date Instructor Trainer Date

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PLEASE RETAIN FOR YOUR RECORDS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT IS PART OF YOUR CONTRACTUAL AGREEMENT AS INDICATED BY YOUR COMPLETED AND SIGNED 2003 IANTD/IAND, INC. INSTRUCTOR MEMBERSHIP RENEWAL/APPLICATION FORM. PLEASE READ IT CAREFULLY.

The International Association of Nitrox and Technical Divers and the International Association of Nitrox Divers, Inc. also known as IANTD and IAND, Inc. (A Florida Corporation) owns and has used the service and trade marks International Association of Nitrox and Technical Divers, IAND, Inc., IANTD, a certain logo including a diver surrounded by a triangle and a circle naming the organization as either the International Association of Nitrox Divers or the International Association of Nitrox and Technical Divers. And, surrounding this outer circle the courses currently available from IANTD/IAND, Inc. The names, The IANTD Journal, *Nitrox Diver*, "Tech Diver" and "Tech Diving Instructor" are registered trade and service marks of IANTD/IAND, Inc. IANTD/IAND, Inc. relies upon the foregoing marks to indicate the source of origin of its services, products and certifications so that the public will be protected and its instructors, facilities, students and members, and others associated with IANTD/IAND, Inc. will receive the highest quality services and products pertaining to its business.

To provide you with the ability to advertise, promote and indicate the source of origin of the IANTD/IAND, Inc. services, certifications and products you provide, you are hereby granted a license to use the foregoing marks on **promotional materials** only, specifically printed, film, electronic or video formats.

The license shall not extend to the provision of other printed materials such as manuals, books, instructions, clothing, products or any other materials whether or not they are manufactured, sold, distributed or licensed to others by IANTD / IAND, Inc. World Headquarters with a printed request for permission and a printed copy of each material translated. Royalties will be paid to IANTD/IAND, Inc. World Headquarters per existing Licensee agreements.

In the United States, this license extended by IANTD/IAND, Inc. shall only be with respect to printed advertising and promotional materials such as newspaper and periodical advertisements, telephone-directory advertising, handbills and signs, eMail and web pages, and film and video format promotional materials (television commercials and slide shows or promotional videos, not intended for resale). International franchises must also abide by the license agreement as it applies to advertising and promotional materials, clothing and other apparel produced by IANTD/IAND, Inc. and carrying the IANTD/IAND, Inc. registered trade and service marks.

The foregoing license for advertising and promotional use shall in all respects follow the exact format, character, general appearance, color, type style background and proportions of the marks originating from IANTD/IAND, Inc. In no case shall the marks be combined with other marks, symbols, language or be in a format and appearance other than that actually used by IANTD/IAND, Inc.

This license shall be personal to you and/or your corporation/company and shall be non-transferable, non-divisible and not capable of being sub-licensed in any manner through any party.

Notwithstanding the foregoing IANTD/IAND, Inc. shall have the right to disapprove of any promotional materials prepared by you and shall be the sole judge of the criteria of whether it meets the standard of this license agreement. To this end, any suggestions or requests by authorized members of the IANTD/IAND, Inc. staff as to the usage of the marks shall be complied with as soon as possible to avoid mistakes, deception, dilution or other problems that would be detrimental to the foregoing marks.

Regardless of the foregoing licenses, IANTD/IAND, Inc. shall have the right to institute and bring any suit or any other action necessary to protect its marks as to any person, firm, company or corporation now or prospectively using the marks or any similar marks, derivations, analogs, trade names, fanciful scripts or designs.

This license shall extend for the term of your membership which shall be terminated forthwith upon termination of your relationship with IANTD/IAND, Inc.

Signature & Date _____
 Instructor _____ Date _____ Instructor Trainer _____ Date _____

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