This Agreement is entered into by and between theNational Center for Healthy Housing, which has its principal offices located at 10320 Little Patuxent Parkway, Suite 500, Columbia, MD, 21044. (“NCHH”), 410-992-0712, FAX 443-539-4150 and [insert host organization name if any] on behalf of *[insert individual’s name]* at *[insert address, phone, fax and email for each individual]* (“Trainer”).

**Definitions**

* *Accreditation* means NCHH’s Accreditation by the EPA including any states that accept EPA’s accreditation to deliver training pursuant to 40 CFR Part 745 Subpart L or any equivalent state-specific accreditations NCHH may have to offer such training within a state.
* *Agreement* means this document and all referenced and attachment materials.
* *Certificate* means a document generated by NCHH pursuant to 40 CFR 745.225 (or equivalent state section) that enables a Renovator to become a certified renovator and perform renovation activities pursuant to 40 CFR 745.90 (or equivalent state section).
* *Certified Renovator* means a Renovator with a Certificate.
* *CFR* means Code of Federal Regulations.
* *EPA* means the U.S. Environmental Protection Agency. Where NCHH is accredited by a state that has received delegation of authority from EPA, it means the state agency responsible for Accreditation. When NCHH is accredited by a state that has not received delegation, but regulates training delivery, it means the state agency responsible for accreditation as well as the U.S. Environmental Protection Agency.
* *Host Organization* means the agency, corporation or organization that may have a contractual, employment or other relationship with the Trainer who is providing support for the Training and wishes to be recognized for its role. This support can include, but is not limited to, student recruitment, financial support, management of registration and registration fees, and providing training facilities.
* *NCHH* means National Center for Healthy Housing, Inc., which is a charitable and educational organization that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and which is not a private foundation under Section 509(a), and is a party to this Agreement. The purpose of the NCHH is to conduct and support activities to reduce childhood lead poisoning caused by deteriorating lead paint and dust in older housing stock.
* *NCHH Commitments to EPA* means Appendix 1 describing the commitments NCHH made to EPA to deliver the training and manage the training program. NCHH will amend these commitments periodically as the need arises and provide these documents to Trainers.
* *Qualified Principal Instructor* means an individual who meets the requirements of 40 CFR 745(c)(2) (or equivalent state sections).
* *RRP* means EPA’s Lead Renovation, Repair and Painting Rule at 40 CFR 745 Subpart E (or equivalent state rules).
* *Renovator* means an individual who has completed the Training and seeks to be certified by NCHH as a renovator pursuant to 40 CFR 745.90(a) to fulfill the individual’s responsibilities pursuant to 40 CFR 745.90(b) (or to equivalent state sections).
* *Timely Manner* for NCHH means submission of information to EPA before the deadlines established in EPA rules or NCHH’s Accreditation. *Timely Manner* for the Trainer means delivery of information by email or fax from Trainer to NCHH at least three full business days before the deadlines established in EPA rules or NCHH’s Accreditation. Unless otherwise specified, *Timely Manner* means three full business days.
* *Trainer* means individual Qualified Principal Instructor who is a party to this agreement.
* *Training* means Initial and Refresher Lead Certified Renovator Training pursuant to 40 CFR Part 745 (or state equivalent). With additional written approval from the Training Manager, it also means Initial Dust Sampling Technician Training pursuant to 40 CFR Part 745 (or state equivalent).
* *Training Manager* means the individual employed by NCHH to oversee this agreement and who meets the requirements of 40 C.F.R. § 745.225(c)(1). Currently, NCHH’s Training Manager is Patrick MacRoy.

**Terms of Agreement**

WHEREAS, the U.S. EPA has approved NCHH to provide Certified Renovator Initial and Refresher Training in English, English e-learning format, and Spanish and certify Renovators pursuant to 40 CFR Part 745 Subpart L, specifically 40 CFR 745.225, so they can perform Certified Renovator responsibilities under the RRP. The US EPA has approved NCHH to provide Certified Dust Sample Technician classes in English. The States of Ohio, Illinois, New Jersey, and Utah have also approved NCHH to offer some or all related classes in those states. NCHH is seeking additional EPA and state approvals and may at its sole discretion discontinue any of these accreditations.

WHEREAS, NCHH and NCHH’s Training Manager are seeking Qualified Principal Instructors who are willing and qualified to offer the Training consistent with the law and NCHH’s obligations. Following NCHH’s accreditation by EPA, NCHH will continue to seek Qualified Principal Instructors.

WHEREAS, Trainer is an individual who meets the requirements of a Qualified Principal Instructor in 40 CFR 745.225(c)(2) and seeks to become a Trainer under NCHH’s Accreditation to offer the Training pursuant to this Agreement. NCHH has confirmed that Trainer has the required qualifications to offer the Training but will need EPA approval before allowing the trainer to conduct training. The qualifications are:

* Demonstrated experience, education, or training in teaching workers or adults;
* Successfully completed at least 8 hours of any EPA-accredited or EPA-authorized State or Tribal-accredited lead-specific training; and
* Demonstrated experience, education, or training in lead or asbestos abatement, painting, carpentry, renovation, remodeling, occupational safety and health, or industrial hygiene.

Some states may have additional requirements and the Training Manager may require additional requirements for any class at his or her discretion.

WHEREAS, NCHH and Trainer understand that both parties must ensure that NCHH continues to meet the requirements of NCHH’s Accreditation and to fully comply with the requirements of 40 CFR Part 745 in order to realize this objective. A failure to perform by either Party exposes NCHH and the Trainer to a loss of credibility and reputation and exposes NCHH to potential EPA enforcement actions and fines.

THEREFORE, NCHH and Trainer agree to offer Training pursuant to NCHH’s Accreditation in accordance with the responsibilities and obligations listed below:

**Article I**

**Obligations of NCHH**

1. Submit all reports and notices to EPA in a Timely Manner including:
	1. Initial notice of Training at least 7 business days before training;
	2. Change notice if Training location is moved to earlier date or location is changed at least 7 business days before the revised scheduled date;
	3. Change notice if Training is moved to a later date or is cancelled 2 business days before the scheduled date; and
	4. Course completion report at least 10 business days after Training.
2. Generate and deliver the Certificates of Certified Renovators to the Trainer.
3. Maintain all documentation necessary to meet EPA’s Accreditation requirements and NCHH’s management requirements.
4. Generate invoices for Trainer for Training conducted based on a rate of $100 per Training and $10 per student taking the Training.
5. Notify Trainer in a Timely Manner of any problems with the Trainer’s delivery of the Training or NCHH’s Accreditation.
6. Provide Training materials to Trainer as requested by Trainer at a rate of NCHH’s expenses plus 5% of such expense for handling costs.
7. Cancel any Training scheduled by Trainer including notification to EPA of cancellation if Trainer does not pay fees under this Agreement in a Timely Manner.
8. Respond to delivery of information or requests for information in a Timely Manner.
9. If the Trainer fails to submit the necessary documentation (including required spreadsheets, documentation, or photographs or elements thereof) in a timely manner to NCHH, assess a fee of $50 each time NCHH must contact the Trainer regarding incomplete or delayed documentation for a given training delivery. NCHH has the option of waiving this fee.
10. If the Trainer fails to pay the fees in a timely manner consistent with this agreement, may withhold delivery of the certificates for the students.
11. NCHH may cancel or change accreditations upon notice to the Trainer in a timely manner.

# Article II

**Obligations of Trainer**

1. Not to provide, offer to provide, or claim to provide Training until:
	1. EPA has approved Trainer under an amendment to NCHH’s Accreditation;
	2. NCHH and Trainer have executed this Agreement; and
	3. Trainer and his/her support staff have held a conference call with the Training Manager to review training procedures.
2. State in the promotion and delivery of the Training that NCHH is the accredited training provider offering or providing the training. Trainer may use NCHH’s logo in doing so ONLY if the logo is unaltered and appears ONLY in conjunction with the Training being performed under this agreement and in no way, either directly or through context, implies or suggests an endorsement of the Trainer’s products or services outside of the Training under this agreement. Trainer will submit proposed uses of NCHH’s logo to the Training Manager prior to use for approval.
3. Be fully responsible for all financial aspects of the Training delivery including:
	1. Student registration fees;
	2. Sponsorship fees;
	3. Facility use fees; and
	4. Marketing or promotional fees.
4. Ensure facility where Training will be delivered meets NCHH’s Commitments to EPA.
5. Deliver Training at the scheduled time and location in a manner consistent with NCHH’s Accreditation and EPA’s requirements.
6. Submit properly completed reports and notices to NCHH in a Timely Manner including:
	1. Pre-training course notifications including:
		1. Initial scheduling, change of date to an earlier date, change of location at least 15 days in advance of Training; and
		2. Cancellation or change of date to a later date at least 5 days in advance of Training;
	2. Post-training documentation including student contact information in the format specified by NCHH, digital photographs, exam scoring sheets, hands-on skills assessments, and course evaluations no more than 3 days after completing Training;
	3. When requested by NCHH, any additional state or course specific forms or documentation in a manner requested by NCHH; and
	4. Properly composed, well lit, and in-focus digital photographs, taken with a camera of reasonable quality of each student with the name of the student clearly printed on a name card shown in the photograph.
7. Confirm with NCHH by email, fax, website or phone that NCHH has received the required notices and reports listed in (7) above in a Timely Manner.
8. <Reserved>
9. Pay NCHH:
	1. Fees for the Training within 10 business days of completing Training discussed in Article I herein.
	2. For violations of this Agreement that directly result in NCHH’s payment of a fine to EPA.
10. Respond to NCHH’s request for action or information in a Timely Manner.
11. Not contact EPA regarding any matter of NCHH’s accreditation or a class delivered under this agreement without prior authorization from the Training Manager. If EPA contacts Trainer, trainer will handle the inquiry professionally, refer EPA to the Training Manager for any substantive issues relating to NCHH’s accreditation, and inform the Training Manager of the contact.
12. Notify NCHH in a Timely Manner of:
	1. Changes in Trainer’s status including address, email, phone, resume, or qualifications; and
	2. Contact by EPA regarding delivery of the Training or NCHH’s accreditation.

**Article III**

**No Exclusive Obligations; Affiliations**

This Agreement does not create any obligations on the part of the Trainer to exclusively conduct Training on behalf of NCHH and, as such, Trainer may enter into agreements and conduct Training with other EPA-accredited training providers. Additionally, during the course of the Training on behalf of NCHH, Trainer may highlight their individual credentials and any affiliations they may have with Host Organizations that contribute to the Training.

**Article IV**

**Indemnification**

Trainer or the Host Organization shall indemnify, defend and hold harmless NCHH from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Trainer or NCHH as a result of Trainer’s noncompliance with local, state and federal laws and regulations governing the conduct of the Training, Trainer’s negligence or breach of this Agreement. This indemnification shall survive the termination of this Agreement.

**Article V**

**Complete Understanding**

This Agreement constitutes the full, final, and complete understanding and agreement between NCHH and the Trainer relating to the subject matter hereof and supersedes all prior and contemporaneous representations and agreements relating to such subject matter.

**Article VI**

**Governing Law; Severability**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excluding choice of law provisions the application of which would cause the laws of another jurisdiction to apply. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and be interpreted to best effectuate the original intent of the parties hereto.

**Article VII**

**Counterparts; Facsimile**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The exchange by facsimile of facsimile copies of executed counterparts of this Agreement shall be deemed execution and delivery thereof.

**Article VIII**

**Postponement; Termination**

In the event NCHH’s accreditation is suspended for any reason, the obligations of this Agreement will be held in suspension until such time NCHH’s accreditation is reinstated. If NCHH’s accreditation is revoked for any reason, the obligations created by this Agreement between NCHH and Trainer will automatically terminate. Either party may terminate this Agreement within 30 days of receiving written noticed by mail and either email or fax.

**Article IX**

**Section Headings; Construction**

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

IN WITNESS HEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

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 [NAME] Date

 Trainer

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Rebecca Morley, Executive Director Date [NAME] Date

National Center for Healthy Housing [Host Organization Name] Host Organization