



WILDERNESS
EDUCATION
ASSOCIATION

WEA Organizational Member Credentialing Programs Agreement

This agreement is between the Wilderness Education Association, Inc. ("WEA"), a not-for-profit corporation incorporated under the laws of the State of Wyoming, and _____, organized and existing under the laws of the State of _____ ("the Organization").

The Organization is approved to run the following credentialing programs (check one or both, as applicable):

- Outdoor Leadership Training Course (OLTC)
 Certified Outdoor Leader (COL)

The purpose of this agreement is to set forth the terms whereby the Organization is allowed to offer Outdoor Leadership Training Courses and/or Certified Outdoor Leader programs for the WEA. Outdoor Leadership Training Courses and/or Certified Outdoor Leader programs taught by an approved Organizational Member ("the Organization") are referred to in this Agreement as "Organization Credential Program(s)".

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms:

1. The Organization represents that it is an Organizational Member of WEA in good standing, and has paid all dues and fees, completed all application forms, provided up-to-date course descriptions, presented a certificate of liability insurance if and to the extent required by WEA and submitted all documentation required by the WEA in order to offer the Organization Credential Program(s).
2. The Outdoor Leadership Training Course is a certificate of completion program, only -- not a "certification" program. The Certified Outdoor Leader is a program that leads successful students toward certification by meeting credentialing requirements--certification is not guaranteed by participation in the program. The Organization understands the purpose and end results of these Organization Credential Program(s) and agrees to promote them as such to potential and current course participants.
3. It is understood and agreed that the Organization must employ or contract a current Certified Outdoor Educator ("COE") to manage, supervise and otherwise be responsible for the design and delivery of Organization Courses. The COE is not required to be present during course field time for the Outdoor Leadership Training Course. The COE is required to be present for the minimum course field time for the Certified Outdoor Leader program. The WEA will assist the Organization in a COE search as needed. It is also understood and agreed that the WEA will maintain an active list of COEs, but it is the Organization's responsibility to select, evaluate, hire, and compensate the COE. WEA COE's are not employees or agents of the WEA and the WEA shall not be responsible for their acts.
4. The Organization will have sole responsibility for the conduct of the Organization Credential Program(s) and other Organization services, including, but not limited to, course leader selection; safety, evacuation or emergency procedures; provision of equipment and supplies; instructions to participants; screening, selection and supervision of participants; and location and suitability of course activities. The Organization agrees to indemnify, defend and hold harmless (including payment of all judgments, legal fees and cost) WEA from and against all claims, suits or demands arising in whole or part from its conduct of the Organization Credential Program(s) and other services.
5. Neither the WEA nor the Organization is acting as agent or partner of the other, nor in any other capacity by which one might be or become liable for the acts or omissions of the other. Neither the WEA nor the Organization has the authority to

bind or act for the other, or to assume the other's obligations or liabilities.

6. The Organization further agrees that its agents and employees, including its COE(s), are, in fact, independent contractors or direct employees of the Organization, and are not employees or agents of the WEA.
7. The Organization warrants and represents that each of its employees or contractors involved in conducting credentialing programs has workers' compensation coverage in place to the extent required by law.
8. For WEA approved Organization Courses, the Organization will:
 - a. Conduct and staff credentialing programs in accordance with the Outdoor Leadership Training Course Guidelines or Certified Outdoor Leader Guidelines documents;
 - b. Use appropriate WEA terminology in advertising as well as during the course delivery to ensure course participants understand the WEA processes;
 - c. Manage admissions (including, but not limited to enrollment forms, student contacts, teaching topics, and billings);
 - d. Market its courses (including, but not limited to promoting the courses in press releases, brochures, websites and magazines);
 - e. Document and submit participants' biographical and contact information to the National Office for use in the WEA's database;
 - f. Implement end of course evaluations of both program and staff.
9. It is understood and agreed that the Organization has sole responsibility for selecting, testing, checking, and providing all gear, equipment, transport, and vehicles used in providing the Organization Credential Program(s).
10. The Organization warrants and represents that it has obtained all applicable federal, state and local permits or consents necessary to conduct Organization Credential Program(s), and that its COE(s), other instructors and representatives are required to meet, and have met, all minimum applicable licensing requirements and have the experience and competencies to conduct Organization Credential Program(s).
11. The Organization agrees to submit accurate final course rosters to the WEA National Office no later than 30 day after the field course completion date. If a course roster is not returned to the WEA National Office within this time frame, the WEA, in its sole discretion, has the right to determine the course as invalid, and will not recognize participants from an Outdoor Leadership Training Course with Certificates of Completion or as WEA members, or participants in a Certified Outdoor Leader program as having met field course requirements.
12. The Organization agrees to submit a WEA Trip Plan or equivalent documents required by their organization. In the event that the organizational documents do not satisfy all components of the WEA Trip Plan, the Organization can utilize the portions of the WEA Trip Plan that complete the minimum requirements. Documents will be subject to, at a minimum, an annual association or blind review for compliance.
13. Organization Credential Program(s) that are NOT conducted properly will NOT be recognized by WEA, in its sole discretion, as an official Outdoor Leadership Training Course or Certified Outdoor Leader program by the WEA. Participants in such programs will not be recognized with certificates of completion, as WEA members, or as having met Certified Outdoor Leader credential requirements. The Organization will be prohibited from hosting Outdoor Leadership Training Courses and/or Certified Outdoor Leader programming until the WEA Board conducts a review of the situation and decides whether or not to reinstate the Organization's hosting privileges.
14. The Organization will use the name "Wilderness Education Association," and accompanying logos, in its promotional or informational materials describing the provision of a WEA Outdoor Leadership Training Course and/or Certified Outdoor

Leader credential.

- a. WEA logo use must be in compliance with the Logo Usage Guidelines.
- b. Upon request an approved version of the WEA logo will be provided along with Logo Usage Guidelines upon the completion of this contract.

- 15. In order to monitor quality control, the Organization may, at the discretion of WEA, be subject to an annual course audit (ie. remote or on-site evaluation) by the WEA. The WEA will be responsible for any reasonable costs associated with the audit, including travel, expenses, etc.
- 16. This agreement is entered into and shall be governed, construed, and interpreted in accordance with the substantive laws of the State of Wyoming; or, if the parties agree in writing, the State laws by which the Organization is governed.
- 17. It is understood and agreed by both parties that all disputes and claims of any nature that the Organization may have against the WEA, or that the WEA may have against the Organization, including, but not limited to, all statutory, contractual, and common law claims, that cannot be settled by discussion, will be submitted to a mutually acceptable mediator. If the WEA and the Organization are unable to resolve the dispute through mediation, the WEA and the Organization agree to resolve the dispute through binding arbitration pursuant to the Federal Arbitration Act and the then applicable rules of the American Arbitration Association. The WEA and the Organization each agrees to bear its own costs and fees associated with any mediation and arbitration. All information regarding the dispute, claim, mediation, or arbitration, including any settlement or award, shall be confidential and shall not be disclosed by either party or any mediator or arbitrator to any third party without the written consent of the WEA and the Organization.
- 18. This Agreement reflects the entire agreement between the parties, and shall not be modified, assigned, or altered in any way, except by written agreement signed by the parties. If any provision of this agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.
- 19. The Organization states that the person executing this agreement in its name by signature below is its agent with full power and authority to bind the Organization to this agreement.
- 20. This Agreement will remain in effect from its effective date, shown below, to and including December 31, _____ (current calendar year). This Agreement may be cancelled by either party upon 30 days written notice or immediately upon notice of a breach of agreement.
- 21. The effective date of this agreement is _____, 20__.

WILDERNESS EDUCATION ASSOCIATION

(Organization)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date