



Instructor/Lead Evaluator/Evaluator Agreement to Correctly Use NASAR Properties

Date: _____

Name: _____

Team/agency name: _____

Address: _____

City/State/Zip: _____

Over the years, NASAR[®] has taken steps to improve its Course and Certification programs through the development of teaching and examination materials and procedures. NASAR and its members have spent a great deal of time, talent and money to develop the new curricula, textbooks, examinations, and classroom learning aids as well as the certification criteria and testing procedures for our certifications. As each of these projects has been completed, we have filed the appropriate copyrights and trademarks to protect the Association's 'intellectual properties' against misuse, infringement and dilution by unauthorized persons.

In order to maintain the Association's right to its intellectual properties, we need to use the trademarks and copyrights appropriately ourselves. If we use our trademarks in an improper or unauthorized way, we will be unable to enforce the proper use of the marks by others. If we allow our copyrights to be misused we squander valuable property rights belonging to the Association. Our first line of defense is to be assured that all NASAR's authorized Instructors, Evaluators and Lead Evaluators are now using the intellectual properties correctly, and promise to use them use them correctly in the future.

As an authorized NASAR Instructor, Evaluator or Lead Evaluator you are given permission to use NASAR-owned, NASAR copyrighted and NASAR trademarked materials and to use the NASAR name, trademark and logo to conduct genuine NASAR Courses and Certification Exams. The privilege of using the NASAR name is in exchange for your promise to comply with the following:

1. I promise to not represent myself as a NASAR Instructor, Evaluator or Lead Evaluator to promote or conduct any course or exam that does not qualify as a NASAR course or certification exam. Any search-related and/or rescue-related course I teach using NASAR copyrighted teaching or learning materials, is deemed a NASAR course and is subject to all the rules governing NASAR courses. Similarly, I promise not to use the NASAR trademark or logo in any promotion of any course or exam unless it is a NASAR course or exam I am conducting.
2. I promise to not give away or sell or exchange any NASAR examination or other evaluation tool to anyone. NASAR education and evaluation tools not only are copyrighted, but they remain the sole property of NASAR and can not be purchased by anyone, Instructors, Evaluators and Lead Evaluators included.
3. Texts, manuals, and teaching aids as well as certification criteria and exam materials are all copyrighted by NASAR and they enjoy international protections afforded by several international treaties. I promise to not violate NASAR's copyrights. Being a NASAR Instructor, Evaluator or Lead Evaluator gives me no right to publish, reprint, copy or to

quote extensive sections of any NASAR copyrighted material. When proper quotes are made, I understand I must credit NASAR according to standard business practice. The only exception to this rule is to copy forms and materials needed to conduct a course or exam.

4. As an Instructor, Evaluator or Lead Evaluator, I understand that I am directly responsible for the maintenance of the integrity of NASAR's courses and certification exams. I will always conduct courses and certification exams in a manner which meets the criteria set forth in the Program Administration Manual and will treat each attendee with fair and impartial judgement.

I have signed this same letter and it is on file at NASAR Headquarters. Please indicate your agreement by signing below and returning your signed letter to the NASAR Education Department: PO Box 232020 Centreville, VA 20120 or you may fax it to 703-621-3978.

Thank you for your cooperation in this important matter.

Very sincerely,

Megan Bartlett

Megan Bartlett
Executive Director
National Association for Search and Rescue

Being a NASAR Instructor, Evaluator or Lead Evaluator is a privilege which carries with it responsibilities. I understand the above stated requirements and I am in agreement with each of them. I understand that a pattern of material violations of this Agreement will cause me to forfeit my standing as a NASAR Instructor, Evaluator or Lead Evaluator.

Agreed this ___ day of _____, 20__

by, _____
(signature)

(printed name)