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### **WASH Authorized Instructor & Authorized Training Center (ATC) Contract**

This Authorized Training Center (this "Agreement") is made effective as of \_\_\_\_\_ between World Academy of Safety & Health LLC, of P.O. Box 311, Riderwood, Maryland 21139 USA, and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_.

The parties agree as follows:

**I. Right To Sell.**

World Academy of Safety & Health LLC owns Health and Safety Certification Course Curriculum and Resources (the "Certification Courses"). In accordance with this Agreement, World Academy of Safety & Health LLC grants \_\_\_\_\_ a non-exclusive right to sell the Certification Courses under the terms of this Agreement. This non-exclusive right to sell only applies to the following described territory: \_\_\_\_\_. World Academy of Safety & Health LLC agrees to deliver to \_\_\_\_\_, on consignment, the Certification Courses.

**II. Relationship(s)**

All certified instructors are independent from World Academy of Safety & Health (WASH) and all Authorized Training Centers (ATC's) are independent businesses from World Academy of Safety & Health (WASH).

**III. Proceeds of Sales.**

\_\_\_\_\_ will pay to World Academy of Safety & Health LLC a portion of the sales proceeds which shall be calculated as outlined in Appendix A.

**IV. Records.**

World Academy of Safety & Health LLC shall keep accurate records regarding the quantities of the Certification Courses sold. \_\_\_\_\_ shall keep accurate records regarding the students enrolled in the Certification Courses which will include but not be limited to: student first and last names, student birthdates, student telephone contact number, student email address(es), student mailing address. World Academy of Safety & Health LLC reserves the right to inspect, in accordance with Part IIX Quality Assurance subsection, the records Certification Courses records maintained by \_\_\_\_\_. Further, World Academy of Safety & Health LLC reserves the right to inspect, at any time and for any reason, all of the Certification Courses required class documentation as outlined in Part IIX Quality Assurance.

**V. Title to Product(s).**

All materials including but not limited to manuals; videos; pictures/diagrams; ancillary course materials; marketing materials; logos/marks/other trademarks and copyrighted material; contracts and forms; and other print, electronic and visual materials will remain in the sole ownership and control of World Academy of Safety & Health LLC.

\_\_\_\_\_ is authorized to utilize the Certification Courses materials as outlined in this Agreement. If, at any time and for any reason, this Agreement becomes null and void, \_\_\_\_\_ will immediately cease utilizing all materials.

**VI. Insurance.**

\_\_\_\_\_ agrees to maintain, at minimum, a commercial general liability insurance policy, an errors and omissions insurance policy and/or insurance rider for errors and omissions on the general liability insurance policy with minimum coverage amounts of \$1M/\$3M.

**VII. Defaults.**

If \_\_\_\_\_ fails to abide by the obligations of this Agreement, including the obligation to remit payments for Certification Courses materials to World Academy of Safety & Health LLC when due. World Academy of Safety & Health LLC shall have the option of immediately cancelling this Agreement by providing fifteen (15) days written notice to \_\_\_\_\_. At the sole discretion of World Academy of Safety & Health LLC, \_\_\_\_\_ may be provided the option of preventing termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time-period stated in the previous sentence, and if there are no other defaults during such time-period.

**VIII. Dispute Resolution.**

The parties will attempt, in good faith, to resolve any dispute arising out of or relating to this Agreement through negotiations. If the matter is not resolved by negotiations, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not

successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**IX. Warranties.**

Neither party makes any warranties with respect to the use, sale, or other transfer of the Products by the other party or by any third party. In no event will World Academy of Safety & Health LLC be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Products.

**X. Quality Assurance.**

\_\_\_\_\_ agrees to deliver all courses in accordance with the *Quality Assurance Guidelines* in Appendix B. \_\_\_\_\_ further agrees to all investigation and disciplinary terms as outlined and described in Appendix B *Quality Assurance Guidelines* and agrees to fully cooperate with any Quality Assurance investigation or inquiry.

**XI. Transfer of Rights.**

This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

**XII. Entire Agreement.**

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supercedes any prior written or oral agreements between the parties with respect to the subject matter of this Agreement.

**XIII. Amendment.**

This Agreement may be modified or amended, at any time and for any reason, by World Academy of Safety & Health LLC.

**XIV. Indemnification.**

\_\_\_\_\_ agrees to indemnify, defend, and hold harmless World Academy of Safety & Health LLC against any loss, cost, or damage of any kind, including attorney's fees, to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

\_\_\_\_\_ shall be exclusively liable for, and shall indemnify World Academy of Safety & Health LLC against such liability including but not limited to: all employee payroll taxes and insurance arising out of wages payable to persons employed by \_\_\_\_\_ in connection with the performance of this Agreement; alleged sexual harassment or other sexual misconduct committed by any employee, contractor, or representative of \_\_\_\_\_; alleged error(s) and omission(s) during any Certification Courses delivered by \_\_\_\_\_; injury and/or death to any participant and/or employee or contractor of \_\_\_\_\_ arising from

or during any Certification Courses delivered by \_\_\_\_\_; any damages arising from negligence by \_\_\_\_\_ and/or any employee, contractor, or representative of \_\_\_\_\_;

**XV. Severability.**

The provisions of this Agreement are severable and if any of its provisions are determined by a Court of competent jurisdiction to be null, void, illegal or otherwise unenforceable, the remaining provisions shall remain fully enforceable, binding and in full effect.

**XVI. Non-Disparagement.**

Neither party to this Agreement will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party or its affiliates or their respective businesses, or any of their respective employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties.

**XVII. Waiver of Contractual Right.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation to that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XVIII. Applicable Law.**

This Agreement shall be governed by Maryland law and shall be binding upon you and World Academy of Safety and Health (WASH) LLC, and our respective heirs, personal representatives, successors and assigns.

**XIX. Term and Termination.**

The term of this Agreement is two (2) years from the date that this Agreement is fully executed. World Academy of Safety & Health LLC reserves the right, for any reason without cause and at any time, to terminate this Agreement with thirty (30) days written notice to \_\_\_\_\_.

World Academy of Safety & Health LLC reserves the right, with cause, to immediately terminate this Agreement.

\_\_\_\_\_ may also choose to terminate this Agreement, with thirty (30) days written notice.

Part XVI Term and Termination supercedes any and all other Parts and subsections in this Agreement.

Certain conditions of this Agreement, as permitted by law, will survive the termination of this Agreement.

**XX.** This Agreement contains our final and entire understanding and agreement and supersedes any previously existing Agreement concerning this case and representation. There are no representations, statements, promises, terms, conditions, oral or written, other than those set forth in this Agreement.

**XXI. Signatories.**

This Agreement shall be signed for and on behalf of World Academy of Safety & Health LLC by Jeffrey Dudley, CEO and for and on behalf of \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_. This Agreement is effective as of the date first written above.

*Jeffrey H Dudley*  
By: \_\_\_\_\_  
Jeffrey Dudley, CEO  
World Academy of Safety & Health LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_



**Appendix A Pricing Guidelines – Effective January 1, 2025**

<b>Certificates</b>	<b>Cost (in USD)</b>	<b>Includes HSI (formerly ASHI) BLS/1<sup>st</sup> Aid</b>
<b>Provider-Level Courses</b>		
Pool Lifeguard, Shallow Pool Lifeguard, Waterpark Lifeguard, Waterfront Lifeguard, Surf Rescue/Beach Lifeguard, Lifeguard Supervisor, Water Rescue, Rescue Swimmer, Swiftwater Rescue	\$18.00 per certificate/participant	No
Pool Lifeguard, Shallow Pool Lifeguard, Waterpark Lifeguard, Waterfront Lifeguard, Surf Rescue/Beach Lifeguard, Lifeguard Supervisor, Water Rescue, Rescue Swimmer, Swiftwater Rescue	\$34.00 per certificate/participant	Yes
Basic Life Support (BLS), First Aid, CPR/AED (all ages, adult, child, adult/child, adult/child/infant, any combination with 1 <sup>st</sup> aid)	\$34.00 per certificate/participant	N/A
<b>Instructor-Level Courses</b>		
Lifeguard Instructor (S.1, S.2, S.3), Rescue Swimmer, Swiftwater Rescue	\$39.00 per certificate/participant	No
Lifeguard Instructor (S.1, S.2, S.3), Rescue Swimmer, Swiftwater Rescue	\$78.00 per certificate/participant	Yes
HSI Instructor Development Course (IDC)	\$60.00 per certificate/participant	N/A

**Swim Lesson Program & Level Completion Certificates for 2024 & 2025**

See Appendix D



## Appendix B

### WASH Quality Assurance Guidelines, v.101

The mission of World Academy of Safety & Health (WASH) is to decrease the number of deaths by drowning by providing affordable access to high-quality flexible training. Hence, we must ensure that there are World Academy of Safety & Health Lifeguards, Lifeguard Instructors and Swim Lesson Instructors (SLI) throughout the world.

World Academy of Safety and Health (WASH) Authorized Instructors and Training Centers are expected to adhere to all sections of the *WASH Quality Assurance Guidelines*.

#### Section A

##### Materials and Logos

All course curriculum, ancillary resources, course powerpoints and slide presentations, video clips, participant and instructor manuals, guidelines and skills sheets, are and will remain the property of World Academy of Safety & Health. World Academy of Safety & Health authorizes you the Authorized Instructor and/or Authorized Training Center (ATC) use of these materials during WASH courses and advertising of WASH courses so long as the Instructor and/or Authorized Training Center is in good standing with World Academy of Safety & Health.

Unless expressly authorized in writing by World Academy of Safety & Health (WASH) or permitted by this contract, no World Academy of Safety & Health (WASH) materials may be reproduced in any way by any means.

World Academy of Safety & Health (WASH) reserves the right to protect its ownership of all materials, logos and content. No derivative works can be produced using any portion of any of the materials owned by World Academy of Safety & Health (WASH) by any person or entity without the express written permission of World Academy of Safety & Health (WASH).

World Academy of Safety & Health (WASH) logos may be used by WASH Authorized Instructors and Training Centers for advertising purposes. The approved logos can be found in Appendix C and cannot be edited.

Use of any and all World Academy of Safety & Health (WASH) materials and logos is terminated and must be immediately removed from all print and electronic documents including one's website and social media accounts when any or all of the following occur: the WASH Authorized Instructor & Authorized Training Center (ATC) Contract is terminated; the World Academy of Safety & Health (WASH) instructor certification(s) expire, are suspended, or otherwise terminated; the World Academy of Safety & Health (WASH) Authorized Instructor or Authorized Training Center fall out of good standing with World Academy of Safety & Health (WASH).

#### Section B

##### Curriculum

Instructors and Authorized Training Centers (ATC's) are expected to deliver the curriculum according to each course's outline. Instructors are expected to utilize WASH slide presentations, video clips and other resources as outlined in the most recent WASH Instructor Manual.

Instructors and Authorized Training Centers (ATC's) are expected to adhere, as closely as possible, to the course outlines and ensure all successful course participants have met course or lesson objectives.

When delivering any World Academy of Safety & Health (WASH) course, the instructor(s) must ensure the minimum equipment requirements (located in *WASH Instructor Manual v.2021, Course Requirements, page 7*) are met for the course or lesson being delivered.

## Section C

### Instructor S.1's, Instructor S.2's and Instructor S.3's

All World Academy of Safety & Health (WASH) Authorized Instructors are expected to:

- Maintain an affiliation with a World Academy of Safety & Health (WASH Authorized Training Center (ATC) – a World Academy of Safety & Health (WASH) Instructor is NOT permitted to teach without an active affiliation with a WASH ATC.
- Maintain ethical behavior when teaching WASH courses and swim lessons, advertising WASH courses and/or interacting with the public while representing him or herself as a WASH Instructor.
- Maintain professionalism under all circumstances while representing him or herself as a WASH Instructor or ATC.
- Adhere to all requirements as outlined in *WASH Lifeguard Instructor Manual v.2021, WASH Swim Lesson Instructor (SLI) Manual*, and *WASH Quality Assurance Guidelines, v101*.
- Complete and submit all required course paperwork (located in the ATC and Instructor Online Portal <http://lifeguardcertifications.com/membership-login/>) in a timely manner and no later than five (5) business days after a course or swim lesson session is completed.
- Maintain copies of all WASH paperwork including but not limited to Student Authorization Requests (SAR); Skills Assessment Forms (SAF); Final Skills Scoring Rubrics, and Final Exams for a minimum of three (3) years.
- Maintain, in good standing, an American Safety and Health (ASHI), an HSI company, Instructor certification at the Basic Life Support (BLS) level. One should access the ASHI, an HSI company, TCAM for certification requirements (*applies only to those authorized training centers and/or instructors delivering the WASH lifeguard curriculum and programs*).
- Maintain all WASH and ASHI, an HSI company, Instructor certifications (*applies only to those authorized training centers and/or instructors delivering the WASH lifeguard curriculum and programs*) and remain in good standing with both organizations and only teach a WASH course under a current and valid Instructor certification(s).

## Section D

### Authorized Training Centers (ATC's)

All World Academy of Safety & Health (WASH) Authorized Training Centers are expected to:



- Maintain ethical business practices when: advertising WASH courses and swim lessons, conducting WASH courses and swim lessons through the ATC, interacting with the public as a WASH Authorized Training Center.
- Maintain professionalism under all circumstances while acting as a WASH Authorized Training Center (ATC).
- Adhere to all requirements as outlined in *WASH Instructor Manual v.2021*, *WASH Authorized Training Center (ATC) Contract* and *WASH Quality Assurance Guidelines, v101*.
- Complete and submit all required course paperwork (located in the ATC and Instructor Web Portal <http://lifeguardcertifications.com/membership-login/> ) in a timely manner and no later than five (5) business days after a course or swim lesson session is completed.

The Authorized Training Center is responsible for ensuring the instructors aligned with their training center are adhering to all World Academy of Safety & Health (WASH) guidelines, manuals, and quality assurance guidelines. **Please see pages 5-6 of this document for the ‘WASH System of Quality Control’.**

An Authorized Training Center can be held accountable for violations committed by that training center’s WASH instructors (S.1’s and S.2’s). Instructor S.3’s are not affiliated with a Training Center. Instead, they work directly for World Academy of Safety & Health (WASH).

## Section E

### Inquiries and Investigations

World Academy of Safety & Health (WASH) reserves the right to investigate and/or open an inquiry into any WASH course, Authorized Training Center (ATC), Authorized Instructor or Authorized Instructor Teacher to ensure all World Academy of Safety & Health (WASH) guidelines, manuals, contracts and/or other requirements, documents or procedures are consistently being followed and courses and swim lessons remain high-quality.

World Academy of Safety & Health (WASH) reserves the right to levy penalties to any WASH Authorized Training Center (ATC) and/or Authorized Instructors found to be in violation of any WASH guidelines, manuals, contracts or other requirements, documents and/or procedures.

Additionally, World Academy of Safety & Health (WASH) reserves the right to levy penalties to the training center for violations committed by that training center’s WASH instructor(s). Penalties are at the full discretion of World Academy of Safety & Health (WASH).

If a course is found to have been delivered outside of the World Academy of Safety & Health (WASH) *Quality Assurance Guidelines, v.101*, World Academy of Safety & Health (WASH) reserves the right at its full and sole discretion:

- 1) to suspend or revoke the certification(s) issued to participants in that course. If any participant, who has a certificate suspended and/or revoked as a result of quality assurance issues during his or her original class or lesson, chooses to be trained again it will be completed at the expense of the ATC and/or instructor who delivered the original course or lesson. World Academy of Safety & Health (WASH) reserves the right to decide what entity delivers the re-training.
- 2) to suspend or revoke the certification(s) of any and/or all instructor(s) and/or co-instructor(s) of record for the course found to be non-compliant.

- 3) to suspend or revoke the certification(s) of Authorized Training Center (ATC) personnel with whom the instructor(s) and/or co-instructor(s) found to be non-compliant are affiliated and/or associated.
- 4) to suspend or terminate the Authorized Training Center (ATC) Agreement with any ATC with whom the instructor(s) and/or co-instructor(s) found to be non-compliant are affiliated and/or associated.
- 5) to take any and all other remedial, corrective, and/or punitive action against the Authorized Training Center (ATC), Authorized Training Center (ATC) personnel, and/or Instructor(s) and/or Co-Instructor(s).

All World Academy of Safety & Health Authorized Instructors as well as Authorized Training Centers (ATC's) are expected to fully cooperate with any and all Quality Assurance inquiries and/or investigations. The inquiry and/or investigation may or may not directly pertain to you or your ATC. No matter the subject of the Quality Assurance inquiry and/or investigation, cooperation is expected.

Failure of WASH Authorized Instructors, and Training Centers to:

- cooperate with an inquiry and/or investigation;
- be forthcoming with information during an inquiry and/or investigation;
- report Quality Assurance violations or perceived Quality Assurance violations to World Academy of Safety & Health's corporate office ([ga@lifeguardcertifications.com](mailto:ga@lifeguardcertifications.com)) for further investigation

May result in:

- disciplinary action at the discretion of World Academy of Safety & Health (WASH)



# WASH System of Quality Control

## **Purpose:**

The purpose of this *WASH System of Quality Control* is to ensure that all products, services, and processes meet the highest standards of quality, reliability, regulatory requirements, and customer satisfaction. This system establishes a structured framework for process control, continuous improvement, document control, audits, monitoring, and inspection, as well as corrective actions to address nonconformities.

### **I. Process Control:**

To ensure consistent and reliable performance, all processes within the organization as well as required of all WASH Authorized Training Centers (ATC's) and Instructors shall be clearly defined, documented, and standardized. These processes will be regularly reviewed and refined based on performance data and feedback to ensure they meet end customer requirements, regulatory requirements, and organizational goals. Specific key performance indicators (KPIs) will be established for each process to monitor and control performance effectively.

### **II. Continuous Improvement:**

Continuous improvement is fundamental to our organization's quality culture. We will foster an environment where all employees are empowered to contribute to process and product improvements. Further, WASH will hold all Authorized Training Centers (ATC's) and Instructors accountable for continuous improvement and adherence to the WASH continuous improvement protocols and policies outlined below:

- WASH utilizes a structured approach to continuous improvement using two specific methodologies. The Lean and Six Sigma models for continuous improvement guide all WASH policies.
- We will monitor performance data, customer feedback, and annual audits of each ATC to identify opportunities for improvement.
- Action plans for improvement initiatives will be developed, prioritized, and reviewed regularly.
- Employees at all levels will be trained in continuous improvement techniques and encouraged to suggest improvements. This training will also be made available within the WASH ATC and Instructor Online Portal and made part of the online module used to renew WASH Instructor certificates.

### **III. Document Control:**

Accurate and up-to-date documentation is essential to ensuring the proper execution of processes. All critical documents, including process maps, standard operating procedures (SOPs), work instructions, and quality records (including all course and participant documentation), will be controlled and maintained according to the current WASH protocols and policies and maintained with the WASH ATC and Instructor Online Portal (WASH's electronic document management system). This system will ensure that only the

latest versions of documents/outlines/manuals/course resources/etc. are in use, and that obsolete or incorrect documents are appropriately archived or disposed of. Regular reviews will be conducted to ensure the documents remain relevant and reflect current best practices.

#### **IV. Audits:**

Regular audits, both internal and external, will be conducted to assess compliance with the QA policy and identify areas for improvement. Audits will be planned and executed systematically, with findings documented and communicated to the relevant stakeholders. Action plans will be developed based on audit results to address non-conformities or opportunities for improvement. Audits will also serve as a tool to verify that corrective actions are effectively implemented.

- Audits can be announced or unannounced.
- Audits are conducted of an ATC's and/or Instructor's paperwork.
- Audits should occur, at minimum, once per year of each ATC (these can be conducted more than once if inconsistencies, nonconformities, and/or other concerns are discovered and/or brought to the attention of the World Academy of Safety and Health corporate office).

#### **V. Monitoring & Inspection:**

Routine monitoring and inspection activities will be conducted throughout the service delivery processes to verify that quality standards are being met – this is both internal for WASH employees and external for WASH ATC's and Instructors. The inspection methods used include in-person class observations; course observation via video conferencing; course observation via recording; use of post-course participant surveys and other forms of contact as well as performance tracking tools to ensure consistency. Data from inspections will be analyzed to detect any trends or patterns that may indicate areas of concern, enabling timely intervention.

#### **VI. Corrective Action:**

To maintain product and service quality, WASH has established processes for identifying, investigating, and addressing nonconformities (*please see pages 3-4 of this document for additional detail*).

- A clear procedure for identifying nonconformities will be implemented across all functions, including customer complaints, internal audit findings, inspection results, and process deviations.
- Corrective actions will be defined, implemented, and tracked to ensure that root causes are addressed and prevent recurrence.
- Corrective actions may involve process adjustments, instructor/ATC personnel/employee retraining, changes to materials or equipment, or curricular design modifications.
- The effectiveness of corrective actions will be verified through follow-up inspections, audits, and performance monitoring.

Appendix C Approved Logos



Authorized Training Center



**WASH Customer Service:**

Monday-Friday 9:00am-5:00pm ET

1-800-484-0419

[admin@lifeguardcertifications.com](mailto:admin@lifeguardcertifications.com)

[www.lifeguardcertifications.com](http://www.lifeguardcertifications.com)

### Appendix D Swim Lesson Price List

Swim Lesson Program 2025 Price List		
# of Participants	Use WASH Lifeguard Program	Do Not Use WASH Lifeguard Program
1-200	\$168 USD*	\$228 USD*
201-300	\$228 USD*	\$283 USD*
301-500	\$348 USD*	\$402 USD*
501+	\$478 USD*	\$528 USD*
Pay as You Go *minimum purchase of 25 certificates is required upfront*	\$1.99/per certificate	\$3.25/per certificate
Swim Lesson Instructor (SLI) S.1 & S.2 2025 Certification Processing Price List		
	\$34.00 USD per participant	\$40.00 USD per participant

\* Price paid annually and includes:

- Access to all WASH Swim Lesson Manuals, Outlines, Videos, Teaching Resources and Documents
- Access to WASH Swim Lesson Certificates of Completion for each participant
- \$100 discount on WASH Swim Lesson Instructor (SLI) S.2 course for one staff member