



# PERSONAL SERVICE CONTRACT for CERTIFICATION EXAMINATION EVALUATOR/LEAD EVALUATOR

This instrument constitutes a personal service contract between the National Association for Search and Rescue, hereinafter referred to as NASAR

and \_\_\_\_\_ as Evaluator or Lead Evaluator  
(name) (circle position)

for the purpose of presenting a NASAR sponsored Certification Exam entitled \_\_\_\_\_ at \_\_\_\_\_  
(name of certification) (location city, state)

from \_\_\_\_\_ through \_\_\_\_\_. As such, this instrument  
(date) (date)

establishes solely and strictly a contractor relationship between NASAR and the evaluator, with no additional benefits, workers compensation entitlements, tax withholding requirements, or other considerations.

The contractor warrants that he/she:

1. Is a NASAR member in good standing
2. Is authorized by the NASAR Education Department as a qualified Evaluator/Lead Evaluator for the exam for which contracted, in accordance with the NASAR Education Programs Certification Procedures Manual.
3. Will conduct the approved exam as specified by NASAR and will use NASAR designated materials. [NASAR will not be responsible for representations by the Evaluator/Lead Evaluator apart from the factual content of the exam materials. It is understood that comments by the Evaluator/Lead Evaluator beyond the scope of the materials do not reflect the official position of NASAR or the NASAR Education Committee].
4. Will not engage in any selling, marketing or advertising of any product or service other than those owned by or officially approved or endorsed (in writing) by NASAR.
5. Will not behave in such a way, or use language during the exam that is considered offensive to a reasonable and prudent person. Will use terminology and references that are considered non-discriminatory in terms of sex, age, religion, and race.
6. Will not act to obligate NASAR, except within the scope of this contract for the exam listed, and will limit NASAR's monetary liability to those expenses specified on the approved budget document. Any expenditure over and above the approved budget will be the responsibility of the Evaluator incurring the expense (subject to a case-by-case review by NASAR).
7. Will, in consideration for expenses specified as \_\_\_\_\_ and/or compensation  
(position)  
specified as \_\_\_\_\_ agree to keep and provide all expense documentation  
(amount)  
required by NASAR.
8. Will exercise all reasonable and prudent care in safeguarding assets and/or interests of NASAR.
9. If designated as the Lead Evaluator, will maintain a list of exam participants and a list of those who successfully complete the training in the format prescribed by NASAR and forward the lists and other necessary exam material (as dictated in the NASAR Education Programs Operating Procedures Manual) to NASAR within fourteen (14) calendar days of exam completion (unless otherwise previously discussed).

10. If designated as Lead Evaluator, will monitor, evaluate and report on performance of any assigned Apprentice Evaluators in accordance with the NASAR Education Evaluator/ Lead Evaluator Policies and Procedures Manual.
11. If designated as Lead Evaluator, will specify to the Education Department at least 30 days prior to the examination the numbers of exam materials needed and provide a specific shipping address and contact person at the exam site.
12. If designated as Lead Evaluator, will account for any and all monies payable to NASAR in a manner prescribed by NASAR.
13. For contract examinations, the Lead Evaluator will be provided a list of persons registered. Lead Evaluator will be required to reconcile all differences before exam conclusion. In general, the Lead Evaluator should assure that participants in the exam are registered and paid in full. Discrepancies resulting from failure to assure participants are properly paid reduce exam cash flow and will delay reimbursement due the Lead Evaluator while the discrepancies are collected.

NASAR agrees that it:

1. Will provide, in a timely manner, all necessary material support needed to ensure that any Lead Evaluator involved in a contracted exam is able to conduct the exam properly.
2. Will, within 30 days of receipt of payment of exam invoice(s), and approval of an authorized expense voucher, reimburse all agreed to expenses and/or compensation.
3. Will indemnify the Lead Evaluator, within the scope of the NASAR By-Laws, against any and all loss, cost, liability and expense arising from actions undertaken in good faith as an agent of NASAR.

Both parties agree equally that:

1. Upon the written request of either party to the other, any difference, dispute or claim that may arise under, or in connection with this agreement shall be submitted to binding arbitration hereunder. Such arbitration shall be held the offices of NASAR, in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. The decision of such arbitration shall be binding on both parties, and a judgment on an award rendered shall be entered in any court of appropriate subject matter jurisdiction located within the States of Virginia

By:

\_\_\_\_\_  
(Evaluator/Lead Evaluator name-(printed))

\_\_\_\_\_  
(Evaluator/ Lead Evaluator Address)

\_\_\_\_\_  
(Evaluator/ Lead Evaluator signature)

\_\_\_\_\_  
(NASAR Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)