



PERSONAL SERVICE CONTRACT for COURSE INSTRUCTOR

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

_____ as Lead Instructor Assistant Instructor Apprentice Instructor
(Instructor name) (circle title)

for the purpose of presenting a NASAR sponsored Education Program entitled

_____ at _____
(course name) (location city, state)

from _____ through _____ . As such, this instrument
(date) (date)

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

The contractor warrants that he/she:

1. Is a NASAR individual member in good standing.
2. Is authorized by the NASAR Education Department as a qualified instructor for the training course for which contracted, in accordance with the NASAR Education Programs Operating Procedures Manual.
3. Will teach the approved course of instruction as specified by NASAR and will use NASAR designated materials. [NASAR will not be responsible for representations by the instructor apart from the factual content of the course materials. It is understood that comments by the Instructor 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 instruction of course material 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 as within the scope of this contract for the course listed, and will limit NASAR's monetary liability to those expenses specified on the approved budget document. Any expenditures over and above the approved budget will be the responsibility of the Instructor incurring the expense (subject to a case-by-case review by NASAR).
7. Will, in consideration for expenses specified as _____

(position)
and/or compensation specified as _____ agree to keep and provide

(amount)
all expense documentation required by NASAR. [Note: All instructors for NASAR Courses are expected to accept common carrier transportation arrangements (when applicable) through NASAR's travel agency. NASAR will make travel arrangements for the Instructor and will provide the Instructor with a ticket, when applicable. Instructors are free to change these arrangements to suit personal needs but such changes will be the responsibility of the Instructor, who will bear the cost of any fare differential.]

8. Will exercise all reasonable and prudent care in safeguarding assets and/or interests of NASAR.
9. If designated as primary Instructor, will maintain a list of course participants and a list of those who successfully complete the training in the format prescribed by NASAR and forward the lists and other necessary course material (as dictated in the NASAR Education Programs Operating Procedures

Manual) to NASAR within fourteen (14) calendar days of course completion (unless otherwise previously discussed).

10. If designated as primary Instructor, will be personally present during any presentations by assigned Apprentice Instructors and will monitor, evaluate and report on performance of any assigned Apprentice Instructors in accordance with the NASAR Education Programs Operating Procedures Manual.
11. If designated as primary Instructor, will specify to the Education Department, at least 30 days prior to the course the numbers of course materials needed and provide a specific shipping address and contact person at the course site.
12. If designated as primary Instructor, will account for any and all monies payable to NASAR in a manner prescribed by NASAR.
13. For open enrollment courses, the primary Instructor will be provided a list of non-members registered at the member rate. The primary Instructor will be required to reconcile all differences before course conclusion. In general, the primary Instructor should assure that participants in the course are registered and paid in full in the proper registration category. Discrepancies resulting from failure to assure participants are properly paid reduce course cash flow and will delay reimbursement due the Instructor 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 Instructor involved in a contracted course is able to present the approved course of instruction.
2. Will, within 30 days of receipt of payment of course invoice(s), and approval of a authorized expense voucher, reimburse all agreed to expenses and/or compensation.
3. Will indemnify the Instructor, 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 in Fairfax, Virginia, 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 or Utah.

By:

(Lead Instructor/Asst Instructor/Apprentice Instructor name-printed)

(Lead Instructor/Asst Instructor/Apprentice Instructor Address)

(Lead Instructor/Asst Instructor/Apprentice Instructor signature)

(NASAR Representative)

(Date)

(Date)