



The Asphalt Institute

# National Binder Technician Certification

P R O G R A M

## Host Services Agreement

This Host Services Agreement (“Agreement”) is made this Day of Month day of Month, Year, between the Asphalt Institute, Inc., located at 2696 Research Park Drive, Lexington, Kentucky 40511 (hereinafter “AI”), and Name of Host located at Physical Address, City, State, ZIP (hereinafter “Host”). This Agreement sets forth the description and scope of services to be provided by AI and the Host for the purpose of conducting the National Binder Technician Certification Program (hereinafter “NBTC”) at the facility of the Host on Program Date, Year.

### 1. SCOPE OF SERVICES

AI will provide all registration, instruction and examination services for the NBTC including lecture, examination proctoring and grading, notification of results, issuing of certificates, identification cards, and other deliverables as outlined below. The Host will proactively promote the NBTC course using the guidelines given by AI and will provide the classroom, lab equipment, parking, catering, and other deliverables as outlined below and as summarized in the separate milestones document.

### 2. AI DELIVERABLES

AI will make the following arrangements for the planning and implementation of the NBTC Program for the Host:

1. Provide one (1) complimentary student slot for the Host per five (5) registrations.
2. Provide 20% discount for additional Host students and priority registration for such candidates if they apply for the program by Specify Date.
3. Advertise the program on AI’s websites, in AI’s newsletters, in the Asphalt Academy catalog and in the *Asphalt* magazine print version (3 issues per year), all when production deadlines permit.
4. Recognize Host in advertising this program including use of their logo.
5. Provide an electronic press release to be distributed by the Host.
6. Provide a flyer template for promotion by the Host.
7. Provide NBTC brand and “Use of AI logo” guidelines to be followed by the Host.
8. Provide link to AI NBTC information for use on the Host web site.
9. Provide application forms which can be downloaded from the AI web site.
10. Review applications and prequalify students.

11. Process registrations.
12. Process payments (VISA, MC, AMEX, and Discover).
13. Process electronic receipts for students.
14. Provide an initial attendee list to Host by **Specify Date**.
15. Conduct regularly scheduled bi-weekly conference calls with the Host from the date this Agreement is signed until the program date.
16. All instructor(s)/examiner(s) are provided by AI or its contractors. All airfare, lodging and other associated travel expenses for the instructor(s) will be paid by AI.
17. Grade the written and practical examinations.
18. Notify students of examination results.
19. Provide one (1) *MS-25 Asphalt Binder Testing: Technician's Manual for Specification Testing of Asphalt Binders* manual per student.
20. Issue PDH and program certificates to students within thirty (30) days from end of course.
21. Issue certification identification cards to students within thirty (30) days from end of course.
22. Track student certification expirations.
23. AI will pay for program meals (up to \$20 per student/instructor) and the Host will arrange for them.
24. Provide clear, visible, on-site signage directing students and instructors to classroom/lab.
25. AI and Host will come together to inspect and standardize the Host's lab equipment before and after the NBTC and will sign an inspection form. This is to ensure that equipment is in working order before and after the program. In the event minor damage is caused by the use of Host equipment, such as scratched DSR plates, standard fluid contamination, etc., AI will reimburse the Host up to but not to exceed \$2,000 for repair or replacement.
26. Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **3. HOST DELIVERABLES**

The Host will complement AI's planning and implementation services listed in Section 2 above by making the following arrangements for their portion of the planning and implementation of the AI NBTC Program at their facility (hereinafter referred to as "Host services"):

1. Provide a dedicated classroom accommodating fourteen (14) individuals.
2. Provide a reserved, prepared laboratory that comfortably accommodates four (4) individuals.
3. Provide a list of equipment (DSR, BBR and DTT) including manufacturer, calibration dates and related operational considerations within thirty (30) days of signing this Agreement.
4. Provide a copy of Host's certificate of insurance covering lab equipment to AI.
5. Provide free parking at the facility for fourteen (14) individuals.

6. Provide a contact person for receipt and secure storage of program materials prior to the event.
  7. Provide an on-site contact person for the dates of the program for laboratory related questions.
  8. Provide three easels for on-site signage on the dates of the program.
  9. Provide an electronic file of the Host logo for use in advertising the program. The logo must be *at least 300 dpi* (.jpeg, .tif, .eps, .gif) for good print quality.
  10. Provide a mail list (Excel file format) of potential attendees. AI will mail to them to promote this NBTC and will not use the list for any other purpose.
  11. Provide a projector screen, LCD stand and power outlet.
  12. Meet on-site with instructor(s) the day before the program begins to do a laboratory walk through and Q&A session (see #25 under AI Deliverables).
  13. Participate in regularly scheduled bi-weekly conference calls with AI from the date this Agreement is signed until the program date.
  14. Arrange meals (via caterer, restaurant delivery, or staff person to pick up lunches) for students and instructors (up to \$20 per student/instructor). AI will pay directly for these meals.
  15. Identify preferred hotels for students traveling from out of town.
  16. Advertise the program on the Host website with a link to AI's web site.
  17. Distribute the electronic press release provided by AI.
  18. Follow the NBTC brand guidelines provided by AI.
  19. Follow the "Use of AI logo" guidelines provided by AI.
  20. Include AI on all communications about this program (e-mails, calls, faxes and mail).
  21. Obtain pre-approval from AI contact on all advertising and promotional materials before printing or distributing.
  22. Actively promote the program.
  23. Other \_\_\_\_\_
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#### **4. TAXES**

AI hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract or legislative appropriation shall be AI's obligation and identified under Federal Tax Identification Number 611148531.

#### **5. KENTUCKY LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to the principals of conflicts of law applied by Kentucky or any other jurisdiction.

## 6. TERMINATION FOR CAUSE

The Host may terminate this Agreement for cause based upon the failure of AI to comply with the terms and conditions of the Agreement; provided that the Host shall give AI written notice by registered mail, postage prepaid and return receipt requested, specifying AI's failure. If within forty-five (45) days after receipt of such notice, AI shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Host may, at its option, place AI in default and the Agreement shall terminate on the date specified in such notice. AI may terminate this Agreement for cause upon failure of the Host to comply with the terms and conditions of this Agreement; provided that AI shall give the Host written notice by registered mail, postage prepaid and return receipt requested, specifying the Host's failure and providing a reasonable opportunity for the Host to cure the defect.

## 7. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving forty-five (45) days written notice to the other party.

## 8. TERM OF CONTRACT

This Agreement shall begin Date and terminate on Program Date, unless sooner terminated under Sections 6 or 7.

## 9. INSURANCE

(a) AI shall continuously during the term of this Agreement keep in force and effect public liability insurance with respect to its operations and services. Such insurance shall have limits of liability of not less than \$300,000 per occurrence and \$1,000,000 aggregate. If requested by Host, AI will furnish Host with certificates of insurance showing that such insurance is in force. **Host acknowledges and agrees that AI's insurance will not cover damage to Host's equipment. Host must maintain its own insurance on its equipment.**

(b) Host shall continuously during the term of this Agreement keep in force and effect policies of (i) property and casualty insurance on its premises, properties and equipment, including without limitation, fire, extended coverage, vandalism and malicious mischief, (ii) public liability (including property damage) insurance with respect to its premises, properties and equipment, in which the limits of coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and (iii) such other policies of insurance as AI may reasonably request. Host shall, at its expense, insure its furniture, fixtures, machinery, equipment, personal property and contents used in or located on its premises or properties. If requested by AI, Host will furnish AI with certificates of insurance showing that such insurance is in effect.

## **10. WAIVER OF SUBROGATION**

Host hereby waives, releases and relinquishes any rights or claims it may have against AI or its employees, contractors or agents arising out of damage, loss or injury to the Host's premises, properties or equipment caused by or resulting from the acts or omissions of AI or its employees, contractors, agents, students or invitees. Host agrees that its insurance policies shall include a waiver of subrogation endorsement recognizing the release of liability of AI as set forth herein.

## **11. INDEMNIFICATION**

AI or Host (as applicable, the "Indemnifying Party") shall indemnify, defend and hold harmless the other and the other's agents, contractors, licensees, invitees, employees, directors, officers and members (as applicable, the "Indemnified Parties") from and against any damages, claims, losses, demands, costs, expenses (including without limitation reasonable attorneys' fees and costs), obligations, liabilities, actions and causes of action, threatened or actual (collectively, "Losses"), which the Indemnified Parties may suffer or incur arising out of or resulting from the acts or omissions of the Indemnifying Party; provided, however, that notwithstanding anything in this Agreement to the contrary, no Indemnifying Party shall be obligated to indemnify, defend or hold harmless any Indemnified Parties from Losses (i) from which the Indemnified Parties have released the Indemnifying Party as provided in Section 10 above styled "Waiver of Subrogation;" (ii) for any Losses resulting from the Indemnified Party's own negligence or misconduct; or (iii) for which the Indemnified Party shall be effectively protected by insurance, except if any such Losses shall exceed the amount of the effective and collectible insurance in question, the indemnity liability of the Indemnifying Party shall apply to such excess. AI and Host further agree that in case of any claim, demand, action or cause of action, threatened or actual, against the Indemnified Parties, the Indemnifying Party, upon reasonable notice from any Indemnified Parties, shall defend such Indemnified Parties at its own expense by counsel satisfactory to the Indemnified Parties. In the event the Indemnifying Party does not provide such a defense, then the Indemnifying Party shall, in addition to the above, pay the attorneys' fees, legal expenses and costs incurred by Indemnified Parties in providing such defense. AI and Host agree to cooperate reasonably with each other in any such defense.

## **12. ENTIRE AGREEMENT**

This Agreement, and the documents and instruments referred to herein, constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and supersede all prior written and oral agreements between the parties hereto with respect to the subject matter of this Agreement.

## **13. ASSIGNMENT**

Host shall not have the right to assign or otherwise transfer any of its rights or obligations under this Agreement except with the prior written consent of AI.

**14. AMENDMENTS**

This Agreement may not be amended, modified, rescinded, cancelled or waived, in whole or in part, except by a written amendment signed by the party to be charged.

**15. NO DISCRIMINATION**

AI will not discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, age, political affiliation, or against otherwise qualified persons with disabilities.

**16. NON-WAIVER**

Any failure on the part of any party to this Agreement to enforce at any time or for any period of time any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of any right of such party thereafter to enforce each and every such provision on any succeeding occasion or breach thereof.

## **AI PROJECT TEAM**

### 1) Instructors/Examiners/Certification Tracking:

**Mike Beavin**

Technical Training Coordinator  
859.288.4973  
[mtbeavin@asphaltinstitute.org](mailto:mtbeavin@asphaltinstitute.org)

**Mike Anderson, P.E.**

Director, Research and Laboratory Services  
859.288.4984  
[manderson@asphaltinstitute.org](mailto:manderson@asphaltinstitute.org)

### 2) Registrations/Payments/Receipts:

**Jennifer Hopewell**

NBTC Registrar  
859.288.4967  
[jhopewell@asphaltinstitute.org](mailto:jhopewell@asphaltinstitute.org)

**Linda Allin**

CFO  
859.288.4969  
[lallin@asphaltinstitute.org](mailto:lallin@asphaltinstitute.org)

### 3) Advertising/Branding/Logo Use

**Karen Embs**

NBTC Brand Manager  
859.288.4970  
[kembs@asphaltinstitute.org](mailto:kembs@asphaltinstitute.org)

**Brian Clark**

Director, Marketing and Membership  
859.288.4963  
[bclark@asphaltinstitute.org](mailto:bclark@asphaltinstitute.org)

## **HOST PROJECT TEAM**

### 1) Classroom/Lab/Parking/Meals/Audiovisual:

Name  
Title  
Phone Number  
E-mail

### 2) Shipping/Materials Storage:

Name  
Title  
Phone Number  
E-mail

### 3) On-Site Laboratory Contact for dates of program:

Name  
Title  
Phone Number  
E-mail

### 3) Advertising/Logo/Mail List

Name  
Title  
Phone Number  
E-mail

IN WITNESS WHEREOF, the undersigned have indicated their approval and acceptance of the terms and amounts as outlined in the above Agreement.

\_\_\_\_\_  
SIGNATURE TITLE  
ASPHALT INSTITUTE  
Name  
Title  
Phone Number  
E-mail

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE TITLE  
HOST  
Name  
Title  
Phone Number  
E-mail

DATE: \_\_\_\_\_