

DAN Asia-Pacific Trainer Licensing Agreement

Version 2007/8-1. Previous versions must not be used

This agreement is made this ____ day of _____, ____ by and between the Divers Alert Network Asia-Pacific (DANAP) and _____ (the Trainer).

DANAP hereby grants a license to the Trainer to teach the DANAP Course/s (the Course) for which he/she has been granted "Active" Status by DANAP to teach. This license is subject to the following terms and conditions:

The Trainer shall abide by the rules and regulations and follow the course outline set forth in the most recently published edition of the relevant DANAP *Trainer Manual*. Any information imparted to participants not contained in the Manual shall be consistent with DANAP's current published positions on the subject matter in question. Instructors desiring to increase the hours of training or include additional material may do so only before or following the course, and it must be clearly stated that this material is not required to receive the DANAP accreditation. Any questions in this regard should be addressed to the DANAP Training Division prior to dissemination.

The Trainer's activities will at all times be conducted in a professional manner and shall promote the interests of DANAP and encourage participants in the course who are divers to become DANAP members.

All equipment used during the course shall be handled in strict compliance with the appropriate standards for safety, including the prevention of cross infection.

The Trainer will adhere to all of the conditions outlined in the DANAP Code of Practice and elsewhere throughout the Trainer Manual for the Provision of Nationally Recognised Training.

The Trainer shall keep and maintain any and all such records required by DANAP. Specifically, all successful course participants shall be promptly registered with DANAP Training Division using the DANAP Roster Form and Registration Forms according to current procedures. The appropriate DANAP course and training materials must be used to fulfill training requirements. It shall be a violation of this agreement for the Trainer to obtain and/or utilise training and certification materials other than from DANAP or its duly authorised agents. DANAP training materials are copyrighted and as such, prior written authorisation is required for any reproduction. The Instructor hereby agrees not to breach any such copyright and to promptly report to DANAP any such breach by any other party that the Trainer becomes aware of.

The Trainer shall bear the sole responsibility for determining that a participant has met all criteria for certification in accordance with current DANAP Standards. It shall be a breach of this agreement for the Trainer to certify any participant failing to meet the established minimum standards and course prerequisites.

The Trainer is hereby granted a limited license to use the name *Divers Alert Network* and *DAN AP* to identify, advertise, and promote the course as specified and for no other purpose, in accordance with established rules as outlined in the relevant DAN AP Trainer Manual.

Only Trainers maintaining "Active" status are qualified to conduct the Course. To maintain Active status, the Trainer must: (1) Comply with all DAN AP Instructor renewal requirements in a timely fashion, including annual renewal of the DAN AP Trainer License, reassessment requirements required periodically, payment of fees; and (2) Teach the minimum number of relevant courses at the appropriate level to maintain status; and (3) Be a current member of DAN AP; and (4) Undergo an annual CPR skills assessment and be deemed competent in CPR skills.

The Trainer hereby agrees that, if a specialty qualification is granted to them by another training agency on the basis of their DAN AP Trainer status, they will immediately cease training under any such specialty if their DAN AP Trainer Status is no longer "Active".

The Trainer shall report all accidents and injuries as a result of DAN AP Trainer activities to DAN AP Headquarters by telephone or fax within four (4) hours of the occurrence and in writing within forty-eight (48) hours after such an occurrence.

The Trainer acknowledges that DAN AP does not provide liability insurance coverage for DAN AP Trainers.

The Trainer hereby releases, forever discharges, and agrees to indemnify DAN AP, its Directors, Trustees, Officers, employees, members, agents, attorneys, insurers, successors, and assigns from any and all such claims, demands, damages, losses, liability, rights, actions, causes of action, expenses, and suits of any whatsoever, foreseen or unforeseen, for personal injury, wrongful death, or damage to property, resulting from the teaching of this course and/or the acts or omissions of the foregoing, including any and all negligent acts, whether active or passive.

The Trainer acknowledges that failure to comply with any of the above terms and conditions, or determination by the Board of DAN AP that the Trainer has in any way undermined or compromised DAN AP, shall be grounds for immediate revocation of this license by DAN AP. DAN AP will not be liable to the Trainer for any compensation whatsoever consequent upon or arising from such revocation of this license. In addition, the Trainer hereby acknowledges that DAN AP may take legal action against, and seek damages from, the Trainer to remedy any adverse consequences of a breach by the Trainer of any of the terms of this Agreement.

DAN AP Trainer (print)

DAN AP Trainer (sign & date)

Address _____

Country _____