

# IYT INSTRUCTOR MEMBERSHIP AGREEMENT

## Record of Changes

March 3, 2020	Under section 2. SAFETY STANDARDS & LEGAL LIABILITY, the following has been added:  e) Instructor must ensure they hold required in date local and international marine qualifications for operating vessels for areas in which they are operating.  f) Instructors must ensure they keep medical first aid certifications up to date if first aid certificates are a requirement for the level of training IYT has approved.

**This agreement relates to applications for instructor membership and outlines the expectations of IYT.**

By submitting this instructor application, you are agreeing to abide by IYT's policies as outlined below.

It is the agreement in place for all IYT instructors. We are making this copy available in the IYT School and Instructor Manual and in the IYT Document Library, so it is readily accessible by all schools and instructors.

Any instructor who has issues with the following agreement and does not wish to continue their relationship with IYT should contact us at [support@iytworld.com](mailto:support@iytworld.com). Otherwise, the instructor agrees to follow the rules and regulations of IYT and any changes they are notified of in writing.

Please make sure that you read and understand the terms of this agreement. Most of it relates to abiding by our rules and regulations particularly where they relate to safety, the conduct of training and the issuance of certificates. However, there are also sections relating to the payment of appropriate fees (for instructor membership and instructor certificates), non-disclosure of sensitive information and acting in accordance with the best interests of IYT.

## THE AGREEMENT

License agreement between International Yacht Training Worldwide Inc, Suite 482, 9-3151 Lakeshore Road, Kelowna, British Columbia, V1W 3S9 (“IYT”) and the individual approved as an instructor. (“Instructor”).

Whereas IYT own certain intellectual property, courses, know-how, trademarks and other assets relating to the delivery of maritime and other educational products and the Instructor uses such items to deliver training to students.

Whereas the IYT agrees to provide non-exclusive rights to use their training services and other proprietary materials and confidential information and the Instructor agrees to use IYT training services and other proprietary materials and confidential information in strict accordance with the IYT rules, regulations, standards and procedures as amended from time to time.

Whereas the parties hereby agree to the terms of this agreement with the intention of promoting the training and education of students so that they may competently operate power and sailing vessels

### 1. GENERAL

a) Instructors must always exercise the proper duty of care, recognizing that students may be inexperienced and may not be able to make a sound assessment of the risks of boating. Instructors must require the use of such safety gear as appropriate to the prevailing circumstances and as required by law. Instructors must meet the programme requirements for Instructor Certificate/s and complete the appropriate IYT training courses.

b) Instructor Certificates of Competency must be re-validated every five years and Instructor Membership is renewed every year.

c) The Instructor agrees to act as representative for the IYT training courses. The Instructor will act on behalf of IYT and agrees to operate under the guidelines and requirements of IYT.

d) Instructors membership in the IYT Training Programme (“the Programme”) is conditional upon reading and accepting this Agreement and on the terms contained herein.

e) Instructor acknowledges that this Agreement does not create an agency relationship between the Instructor and IYT; except as otherwise provided in this Instructor Membership Agreement

f) Instructor understands and agrees that membership as an IYT Instructor is granted at the sole discretion of IYT based upon its unilateral determination of several criteria including, but not

limited to, whether acceptance and continuation of Instructor membership is in the best interest of IYT. Satisfaction of minimum requirements does not guarantee Instructor membership.

g) IYT reserves the right to cancel this agreement for such action by the Instructor that is determined by IYT to be detrimental to the name and goodwill of International Yacht Training Worldwide, or for any other reason so decided by the management of IYT that may be damaging to the name, reputation or goodwill of IYT. This cancellation may be made immediately with or without written notice.

h) Instructor understands that IYT does not permit “freelance” instructors. Instructors must be “attached” to an IYT Member (Partner) School.

## 2. SAFETY STANDARDS & LEGAL LIABILITY

a) Instructor agrees to have in place and adhere to an acceptable safety policy and will ensure that its students/participants are not subjected to unsafe conditions of vessel and vessel’s equipment.

b) Instructor agrees to exercise the proper duty of care to all students undertaking courses and in the administration of these courses.

- **This includes no consumption of alcohol by an instructor while training.**

c) Instructor should also agree to ensuring the school for which they are employed are made aware of any vessel or equipment that does not comply with any and all local, state and federal regulations pertaining to the use and occupancy of its vessels and school facilities and agrees to provide such documentation as may be requested to IYT to confirm compliance with all applicable safety standards and regulations. Whether owned or chartered, all boats used by a school to run IYT practical courses must hold and comply with the small craft commercial licensing requirements of the flag state in whose waters the vessel operates.

d) Instructor agrees to indemnify, hold harmless, and defend IYT of and from any and all actions and claims brought by any third parties against IYT in connection with any training, instruction, supervision, or any other conduct of the Instructor. Instructor further agrees that in any such action brought against IYT by any third party, Instructor will reimburse and defend IYT and further agrees to pay any and all attorney’s fees and costs incurred in the defense of those actions.

e) Instructor must ensure they hold required in date local and international marine qualifications for operating vessels for areas in which they are operating.

f) Instructors must ensure they keep medical first aid certifications up to date if first aid certificates are a requirement for the level of training IYT has approved.

### **3. DELIVERY OF COURSES**

- a) Instructor will agree that the wishes and objectives of IYT are carried out to the standards and requirements laid down (where applicable) by the Maritime and Coastguard Agency (MCA), the IYT ISO 9001 Quality Management System and any other Governments that authorise IYT to conduct maritime training courses.
- b) Instructor will ensure that training received at the facility is in accordance with current IYT Programme standards and procedures as published in the IYT School, Instructor and Examiner Manual and other updates (and as may be amended from time to time).
- c) The content and duration of course shall be as outlined by the IYT Programme.
- d) The student-to-instructor ratio for all theory and practical courses shall be as outlined in the course framework documents for each course, subject to appropriate room size.
- e) The student-to-instructor ratio for all Master of Yachts courses shall not exceed 5-to-1 onboard yachts except with the advance consent of IYT. For all other practical courses, the student-to-instructor ratio shall be as agreed with IYT as outlined in the course framework documents.

### **4. COURSE MATERIAL**

- a) All course notes and materials will be provided by IYT to the Instructor and properly registered students. No unauthorized copies will be made of any notes or course materials. All practice charts, plotters, dividers, almanacs and other teaching materials are to be provided by the School for whom you are employed.

### **5. TESTING AND EXAMINATIONS**

- a) Instructor agrees to support the educational concepts of the IYT Programme and will ensure that IYT Training Certificates of Competency and Module Seals are requested only for students trained and that the student has successfully met the passing requirements for the relevant course.
- b) Instructor agrees that they may only teach courses for which they and the school have been approved by IYT.
- c) For recreational courses up to and including Yachtmaster Offshore and including International Certificates of Competence (ICC) where applicable, the Principal, Senior Instructor or other nominated Instructor of the Member School shall have the authority to conduct all examinations.

d) For the Master of Yachts Coastal /Mate 200 Ton and Master of Yachts 200gt Limited Certificates of Competency, examiners approved and certified by IYT will conduct all examinations.

e) For all courses the examiner's decision is to be respected. However, schools may ask for decisions to be reviewed by IYT if they feel that they are unfair. The results of such reviews will be final and binding on all parties.

## **6. FINANCIAL CONSIDERATIONS**

a) Where applicable the Instructor agrees to pay fees for annual membership dues and instructor certification.

d) Instructor understands and agrees that financial irresponsibility in dealings with IYT is grounds for membership suspension or revocation.

## **7. CONFIDENTIAL INFORMATION**

a) Instructor acknowledges that he/she will be given and will have access to certain of IYT's proprietary information, which may include information regarding IYT's business practice, manner of operation, plans, processes, trade secrets, customer and client lists and information, course and training information and materials, and other information not generally known and which IYT seeks to maintain secret. Instructors shall not at any time or in any manner, directly or indirectly use, disclose, or disseminate any confidential information as referenced herein to any other person or entity, except as specifically authorized by IYT through this Application and the Membership Agreement. This provision shall survive and continue after the termination of membership.

## **8. TERMINATION**

a) IYT reserves the right to terminate Instructor Membership and withdraw Instructor status for non-compliance with any of the clauses of this Agreement, or any other reason. Either party may terminate the Instructor Membership Agreement at any time for any reason by giving 30 days advance notice in writing.

## **9. TERM**

a) The term of this Agreement is for one year from the date IYT certifies the Instructor and may be renewed on an annual basis. Courses IYT has approved Instructor to conduct may be altered at any time if IYT receives information relaying incompetence to teach to the level initially approved by IYT.

## 10. ACKNOWLEDGMENTS

- a) Instructor acknowledges that he/she has read this Instructor Membership Agreement and verifies that all requirements will be met, and that all information provided herein is true and correct. Instructor hereby consents and agrees to the terms and conditions in their entirety and is familiar with all of the prerequisites and the requirements for instructing the IYT Training Programme.
- b) Instructor understands that any misrepresentation in this application or information supplied to IYT could result in immediate termination of Instructor Membership.
- c) Applicant understands that by submitting this application they may or may not be approved by IYT for Instructor Membership.
- d) Applicant understands that IYT will determine the courses for which they will be approved to instruct/conduct.
- e) Applicant understands that IYT does not permit “freelance” instructors. Instructors must be “attached” to an IYT Member (Partner) School.