

QAP for HVAC Orientation and Technical Training Contract.

This Agreement is entered into by and between the Alliance for Environmental Sustainability ("AES"), with its principal place of business at 949 Wealthy St Se Suite 201 and ______ ("Trainer"). This Agreement is for the training located at Address:_______ City:_______ State:_______

Date: _____ and will be called the ("Class")

Under this Statement of Work, Trainer will provide the following training Services for the Class:

Trainer will teach one class which is provided in connection with Advanced Energy's Quality-Assured Professional (QAP) for HVAC program (the "Program"). When teaching the Class, Trainer will use Advanced Energy's curriculum, materials, and resources, except as otherwise set forth herein. These materials will be provided by Advanced Energy.

Trainer will use Advanced Energy's Learning Management System ("LMS") to set up online registration for Classes. Trainer will use LMS to establish the Class registration fee that is due in advance by each Class participant. Class scheduling will be done by Trainer using LMS.

The Class will be scheduled and led by the Trainer. Trainer & AES will collaborate to provide the facility (i.e., classroom) for teaching the Class. All participants taking the class will be required to register through Advanced Energy's online registration portal. Trainer & AES will collaborate to provide catering, facilities, audio/visual needs, and other event logistics to ensure the Class participants are comfortable. The Class will start at approximately 8am and last until approximately 5pm on a single day. The purpose of the Class is to introduce interested HVAC Trainers to the Program, and also present the specifications for the Program as well as the specifications for the ENERGY STAR Certified New Homes program (the "ENERGY STAR Program").

The Program supports the ENERGY STAR Program by credentialing HVAC Trainers so that they may work in the ENERGY STAR Program. The training, therefore, presents information on the ENERGY STAR Program and introduces the Program procedures that must be followed as part of completing the ENERGY STAR process.

At the conclusion of the Class, Trainer will provide participants the opportunity to take a credentialing exam, either in the class via online examination or hard copy form, or after the class via online examination.

AES in its sole discretion may approve or disapprove any Class registrant for a Class



scheduled by Trainer if AES has reason to believe that the participant is located outside of or will be performing activities outside of Trainer's assigned market.

Fees and Payment.

In connection with each Class, all Class registration fees will be collected by Advanced Energy from Class participants using LMS. Participants must pay all Class registration fees in advance. For each participant that successfully completes a class, AES will pay to Trainer the applicable Class registration fee per head of (which is set by Trainer) less \$100 which is retained by Advanced Energy & AES to cover the cost of the Class materials used in connection with the Class, Marketing & Administrative Time.

AES requires that the Trainer submit an invoice for payment to AES at the conclusion of the class, which shows the number of participants who attended each Class (i.e., a sign-in sheet for each Class. The sign-in sheet for each Class must be clearly and legibly marked with the date and location of the Class and signed by each participant. Advanced Energy will reconcile the invoice with the number of participants whom registered for the training using LMS. A Participation Fee will not be paid for individuals who registered for a Class but subsequently did not attend the Class and were provided a refund by Advanced Energy. AES will pay Trainer the Participation Fees on a monthly basis not later than thirty (30) days after receipt of Trainer's invoice for the applicable class.

Travel Policy

In accordance with the Agreement, the Faculty's Fee is intended to be used, in part, to cover travel and accommodation expenses, for which the Trainer member is responsible for all coordination and costs. Since AES factors travel expenses into the fee, Trainer will not be reimbursed for travel expenses, unless otherwise agreed upon beyond this.

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AES	Faculty	
Brett Little, Executive Director	<u></u> X	
Alliance for Environmental Sustainability	Company Name:	
Date:	Date:	