

	Policy / Process / Procedure Title	Conditions of Endorsement Policy
	Issue Number	Issue 2.0
	Effective Date	13 October 2016

Introduction

The assessment and endorsement of ground disturbance training programs is an important ABCGA activity initiated many years ago at the request of significant members of the oil and gas industry for the benefit of all ground disturbers and all stakeholders in buried facility damage prevention.

Developments over the past several years including the acceptance of online programs for assessment and endorsement and the development of the Ground Disturbance 201 Standard for both classroom and online supervisory level ground disturbance training programs have significantly altered the ground disturbance training landscape and the relationship between training providers and the ABCGA.

The developers of ground disturbance training programs that will go through the ABCGA's rigorous assessment process and become endorsed by the ABCGA may wish to allow other entities to use or have access to those programs through a variety of ways.

The ABCGA must recognize that these arrangements do and will continue to exist. It is incumbent on both the ABCGA and those training providers whose programs have been endorsed to protect: the integrity of the Standard, the endorsement process and the ABCGA's intellectual property; the integrity of training certificates; the integrity of the ABCGA; the value of having an endorsed program to the training provider; and, the elimination of any potential risk of confusion to the potential purchasers of ground disturbance training.

With the advent of endorsed online programs a much broader potential market is available than has been the case with endorsed classroom programs.

Objective

It is for these reasons that it is appropriate, necessary and proper that the ABCGA define the conditions of endorsement that shall apply to the developers of programs that have completed the assessment process and have been granted full program endorsement by the ABCGA's Board.

Developers of programs that have completed the assessment process are required to acknowledge their acceptance of these Conditions of Endorsement of Ground Disturbance Training Programs by submitting a signed and dated copy of them to the ABCGA before full endorsement is granted.

Terminology

Given that there are differences of opinion on "industry accepted terms", the ABCGA will use the following terminology with respect to the endorsement of ground disturbance training programs and the relationships into which the developers of endorsed programs may enter.

Developer of an endorsed program shall mean the Applicant for program assessment that has been granted endorsement of that program by the ABCGA Board. The differentiation implicit in this definition is required to address the misperception that it is the training provider that has been endorsed when in fact it is the program that is endorsed.

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Certificate shall mean a unique document issued by the developer of an endorsed program to a student that has successfully completed an endorsed ground disturbance training program. The certificate shall be as approved in the assessment process.

Instructor shall mean a qualified individual that presents an endorsed ground disturbance training program to students in a classroom environment. Instructors shall meet the requirements of the assessment process. There are various possible relationships between an instructor and the developer of an endorsed program.

Employee Instructor shall mean a qualified individual that presents an endorsed ground disturbance training program to students in a classroom environment as an employee of the developer of the endorsed program.

Contract Instructor shall mean a qualified individual or qualified employee of a separate legal entity that, under a written agreement with the developer of an endorsed program, offers that program for sale to the public or offers that program to the employees of the separate legal entity.

Licensed Training Provider shall mean an individual or separate legal entity that, under a written agreement with the developer of an endorsed training program, provides that program through a learning management system (LMS) other than one approved during the program assessment process.

Retailer shall mean an individual or separate legal entity that, under a written agreement with the developer of an endorsed online program, offers that program for sale to the public.

Additional, Second or Alternate LMS shall mean any learning management system other than one approved during the program assessment process.

Explanatory Notes:

There are several potential relationships between the developer of an endorsed program and other individuals and legal entities, through which a program may be presented, that need to be covered in this document without getting into the legal nuances of such words as “licensee” or “franchisee”.

1. The developer of an endorsed program contracts with a qualified individual that is not an employee of the developer to present the endorsed program to the public. This relationship would meet the definition of a “contract instructor”.
2. The developer of an endorsed program allows a legal entity, such as an association or community college, under contract, to present the endorsed program to the public using one or more of the legal entity’s employees as instructors. An instructor in this relationship would meet the definition of a “contract instructor” provided the requirements of the assessment process are met.
3. The developer of an endorsed program allows a legal entity, such as a utility or other buried facility operator, under contract, to present the endorsed program to its employees using one or more of the legal entity’s employees as instructors. An instructor in this relationship would meet the definition of a “contract instructor” provided the requirements of the assessment process are met.

In these scenarios, the conditions of endorsement related to contract instructors would apply.

The term “licensed training provider” has been selected to describe a relationship between the developer of an endorsed program and an individual or separate legal entity where the individual or separate legal entity is using an LMS other than that approved during the program assessment process. An example would be a developer of an endorsed program allowing a utility for example, under contract, to use the program for its own purposes on its specific LMS.

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In this scenario, the conditions of endorsement related to licensed training providers would apply.

Conditions of Endorsement Related to Certificates

Certificates shall be in the format and include only the wording and identifications approved during the assessment process.

Certificates shall only be issued by the developer of an endorsed program and shall be as approved during the assessment process.

Conditions of Endorsement Related to Instructors

The developer of an endorsed program shall provide a list of qualified instructors to the ABCGA on receipt of endorsement. The list shall include both employee and contract instructors and shall be updated quarterly. Developers of endorsed programs are strongly encouraged to maintain a current list of qualified instructors on their web sites accessible to the public.

Conditions of Endorsement Related to Contract Instructors

In situations where the developer of an endorsed program uses or authorizes contract instructors, those contract instructors must meet the requirements of the assessment process.

All student program manuals and associated course materials provided by or used by a contract instructor shall be clearly marked with the name and logo of the developer of the endorsed program. No identification of any other individual or entity, other than the ABCGA and the contract instructor’s name shall appear on the materials. It shall be very obvious to the purchaser of the training and the student that the material has been created by the developer of the endorsed program.

All communications, advertising and other marketing materials used by a contract instructor or the separate legal entity that employs the contract instructor with respect to the endorsed program must clearly state that the program to be presented is that of the developer of the endorsed program.

Conditions of Endorsement Related to Licensed Training Providers

Where the developer of an endorsed program enters into an agreement, written or otherwise, with an individual or other separate legal entity, the program offered by the licensed training provider shall not be considered or held out to be endorsed by the ABCGA and it shall not include any mention of, reference to or inference of endorsement. Furthermore, it shall not mention or include any reference to the developer of the endorsed program or the ABCGA.

Conditions of Endorsement Related to Retailers

Where the developer of an endorsed online program allows retailers to offer the endorsed program, the program must remain on the LMS that was approved during the program assessment process. The retailer shall not be able to alter or modify the program and shall only allow purchasers of training to view the endorsed program through a link to the developer of the endorsed program’s approved LMS.

All communications, advertising and other marketing materials used by a retailer with respect to the endorsed program must clearly state that the program to be presented is that of the developer of the endorsed program.

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Conditions of Endorsement Related to Use of an Additional, Second or Alternate LMS

Where the developer of an endorsed program wishes to offer the endorsed program on a different LMS than one approved during the assessment process, the developer of the endorsed program shall certify to the ABCGA, in writing, that the LMS properties identified and approved in the Stage II application have not been degraded or compromised and that the proposed additional, second or alternate LMS meets the requirements of the program assessment process. The use of an additional, second or alternate LMS must be approved in writing by the ABCGA.

Where the developer of an endorsed program wishes to upgrade or modify its approved LMS, the developer of the endorsed program shall advise the ABCGA of the upgrades or modifications in writing and shall certify to the ABCGA that the LMS properties identified and approved in the Stage II application have not been degraded or compromised.

Where the developer of an endorsed program wishes to upgrade or modify its approved LMS or offer the endorsed program on a different LMS than one approved during the assessment process, the developer of the endorsed program shall certify to the ABCGA and submit documentation to the ABCGA, if and as requested by the ABCGA as assurance that the Stage I application, as approved, has not been altered or compromised and that the proposed LMS meets the requirements of the program assessment process. The LMS upgrade or modification must be approved by the ABCGA. Depending on the particular circumstances a new Stage II Application and Review may be required and possibly a Stage III Audit as well.

General Conditions of Endorsement

The term of endorsement is three (3) calendar years. To maintain continuity of endorsement, the developer of an endorsed program must apply for and be granted re-endorsement of the program prior to the expiration of the term of endorsement. Application for re-endorsement requires full Stage I and Stage II submissions and a Stage III audit.

Continuous endorsement of a program is dependent on the developer of an endorsed program’s retaining ownership and control of the endorsed program at all times. Endorsement shall not survive the outright sale of an endorsed program to another entity. The purchasing entity would need to apply for endorsement in its own name.

In the situation where the developer of an endorsed program merges with or is purchased by another legal entity, the developer of the endorsed program would need to make application to the ABCGA defining the new program ownership and control situation and requesting uninterrupted continuation of endorsement. Each situation would be assessed by the ABCGA on its own merits taking into account the ABCGA’s responsibility to: protect the integrity of the Standard, the endorsement process and the ABCGA’s intellectual property; the integrity of training certificates; the integrity of the ABCGA; the value of having an endorsed program to the training provider; and, the elimination of any potential risk of confusion to the potential purchasers of ground disturbance training.

The maintenance of student training records shall meet the requirements of the assessment process.

The developer of an endorsed program shall be the only party that may alter the endorsed program but may only do so on the written instructions of, or on application to and with the written permission of, the ABCGA. Written permission is not required for the correction of typos or other similar editorial changes that do not affect the content of the program.

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The developer of an endorsed program may add content to the endorsed program to accommodate the specific requirements of a client but may not delete content from the endorsed program in such situations. The addition of any client specific requirements shall result in a proportionate increase in the time required to present or complete the course. The introduction to a client specific program may identify the client and outline the additional material that will be presented. On application to the ABCGA, the developer of an endorsed program that has been customized for a specific client may request permission to include the client's logo on certificates issued to employees and contractors of the client on successful completion of the program. The ABCGA will consider each such application in its own merits.

The ABCGA reserves the right to audit, at the ABCGA's cost, any endorsed program at any time it deems necessary to ensure the ongoing quality of the program assessment process.

The developer of that program shall cooperate fully with the ABCGA who may perform program audits or other evaluations with or without advance notice.

The developer of an endorsed program shall comply with the Training Standards Governance Policy and the program assessment process as they relate to program titles, advertising marketing and promotional materials related to endorsed programs, program content revisions, regular reassessments and statistical reporting to the ABCGA.

The developer of an endorsed program shall comply with the requirements of the ABCGA's Use of the ABCGA Name, Acronym and Logo Policy and General Logo Use Guidelines as revised from time to time.

The developer of an endorsed program shall allow the ABCGA to provide a link to the developer's web site and include the developer's name and contact information on the ABCGA's web site and shall review such web site posting for accuracy,

The developer of an endorsed program shall ensure that any information posted on its web site and on any of its retailers' web sites related to the program is in compliance with the ABCGA's policies and guidelines.

The developer of an endorsed program shall provide and maintain with the ABCGA the name and contact information of a contact of record for communication purposes.

The developer of an endorsed program shall remit quarterly any fees associated with the use of the ABCGA's logo on certificates as approved and implemented by the ABCGA Board effective 01 April 2016 and as revised from time to time by the ABCGA's Board.

Explanatory Note:

The ABCGA Board of Directors is looking to the TSC to contribute to the organization's general revenues through one or more ongoing revenue streams that will accrue from endorsed training programs. These revenues will be in addition to the fees associated with the various stages of the assessment/endorsement process, which themselves are expected by the Board to be revenue positive.

Acknowledgement

The Applicant for program endorsement _____ accepts and agrees to abide by this Conditions of Endorsement Policy.

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Name _____ Date _____

Signature _____

Document Tracking

Document Status	Date	Description
Draft #1	2015-11-02	Draft #1 dated 02 November 2015 distributed to the Training Standards Committee as an eballot closing 10 November 2015.
Draft #2	2015-12-16	Draft #2 dated 16 December 2015 addressed the comments received during the Draft #1 eballot and was distributed to the Training Standards Committee as an eballot closing 23 December 2015. Eballot was reissued 11 January 2016, closing 18 January 2016.
Draft #3	2016-02-24	Draft #2 dated 16 December 2015 was approved by the Training Standards Committee on 24 February 2016 subject to the addition of a definition of or further clarification of "change of LMS". Conditions of Endorsement Related to Use of an Additional, Second or Alternate LMS is reworded in Draft #3 dated 24 February 2016.
Draft #4	2016-04-04	Draft #4 dated 04 April 2016 includes additional information on the "use of logo" revenue stream implemented by the Board effective 01 April 2016 as an editorial revision of the draft dated 24 February 2016. Draft #4 dated 04 April 2014 submitted to the Board for approval by the Training Standards Committee Chair
Issue 1.0	2016-05-11	Draft #4 dated 04 April 2016 approved by Action of the Board on 11 May 2016.
Draft #1	2016-07-25	Draft #1 is a proposed revision of Issue 1.0 that addresses issues identified during the development of the TSC Training Standards Governance Policy by the TSC Training Standards Governance Policy Task Team. It was distributed to the Task Team on 25 July 2016 for critical review.
Draft #2	2016-07-27	Draft #2 approved by the TSC Training Standards Governance Policy Task Team for distribution to the Training Standards Committee as an eballot. Distributed to TSC as an eballot on 04 August 2016 with a closing date of 12 August 2016. Proposed revisions in red. No comments received. Distributed to TSC with agenda for 14 September 2016 meeting. Ratified by TSC 14 September 2016.
Draft #3	2016-09-14	Document as ratified by TSC forwarded to Executive Director for submission to Board for approval on 16 September 2016.

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Issue 2.0	2016-10-13	Draft #3 dated 14 September 2016 approved by Action of the Board (eballot) on 13 October 2016.
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