

Company Name: _____

Flagger Instructor Name: _____ Instructor ID (Last 4 of SSN): _____

Email: _____ Phone: _____

Address: _____

City, State Zip: _____

Private (Contractor or Subcontractor Employees) _____ Public (Temporary Agency/Consultant) _____

1. APPOINTMENT; TERM; RENEWAL

Flagger Instructor is an authorized Flagger Instructor of the National Safety Council Southeastern Chapter (SCNSC).

A. Flagger Instructor's appointment by SCNSC to teach the NSC 4 Hour Flagger Course will be effective when Flagger Instructor receives a copy of this Agreement that has been approved by an authorized representative of SCNSC.

B. The appointment shall expire **two years** from the date of this agreement. The appointment may be renewed if the Flagger Instructor has complied with all terms of the Agreement and the Flagger Instructor has completed their renewal paperwork and paid the **Flagger Instructor Renewal Fee of \$50.00**. No recertification course or class monitoring is required.

C. Flagger Instructor may teach the NSC 4 Hour Flagger Course only to employees of Flagger Instructor named Company in the agreement or Subcontractors Contracted to the Flagger Instructor Company.

2. OBLIGATIONS FLAGGER INSTRUCTOR

A. Flagger Instructor has been provided with SCNSC's Rules and Procedures. Flagger Instructor agrees to teach the NSC 4 Hour Flagger Course in accordance with and to comply with provisions of the rules and procedures, as it may be amended from time to time by SCNSC. Flagger Instructor shall comply with all applicable regulations as it pertains to delivery administration or benefits of the NSC 4 Hour Flagger Course. Flagger Instructors are prohibited from conducting any similar 4 Hour Flagger Courses other than those developed or offered by the National Safety Council Southeastern Chapter during the term of the Agreement between the Flagger Instructor and SCNSC.

B. Flagger Instructor agrees to adhere to the appropriate, current NSC 4 Hour Flagger Course materials prescribed therein for teaching the NSC 4 HOUR FLAGGER Course under this Agreement. Flagger Instructor shall order all NSC 4 Hour Flagger Course materials from SCNSC.

C. Flagger Instructor agrees that SCNSC, Master Flagger Instructors, and their representatives, may monitor Flagger Instructor's NSC 4 Hour Flagger Course instruction at any time. Flagger Instructor agrees that if they have placed their name on a roster and submitted that roster, the class was taught in compliance with the program. If at anytime during a monitoring or while monitoring during an active work zone, a Flagger that has been taught by a Flagger instructor under said agreement is operating in a manner inconsistent with the program, the Flagger Instructor credentials can be terminated. Flagger Instructors are responsible for each person that you train.

D. Flagger Instructor acknowledges that NSC and SCNSC are the sole owners of the trade names, trademarks, and logos used by NSC (the "Marks"), including "National Safety Council", the Green Cross for safety, "National Safety Council Southeastern Chapter", and 4 Hour Flagger design, and Flagger Instructor acknowledges the validity of the Marks.

E. Flagger Instructor will have their manger/supervisor from their Company monitor one complete course and email monitoring form back to SCNSC. Flagger Instructor Card will not be sent until this monitoring is complete. Company/Flagger Instructor agrees to continually supervise the NSC 4 Hour Flagging Course offered.

F. Flagger Instructor will send **all rosters** for all NSC 4 Hour Flagger Courses taught to SCNSC.

3. TERMINATION


Either party may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other party. The Agreement may also terminate, at SCNSC's election, upon the termination or expiration of Flagger Instructor's appointment as an authorized Flagger Instructor.

A. Subject to applicable law, SCNSC may terminate this Agreement for any of the following reasons:

1. Flagger Instructor fails to comply with or is in default under any provision of this Agreement, including any provision of the materials.
2. Flagger Instructor is delinquent in the payment of any SCNSC invoice under any agreement between Flagger Instructor and SCNSC unless otherwise provided in another Agreement between Flagger Instructor and SCNSC, payments due under this Agreement shall be delinquent if not paid within 30 days after the date of the invoice.

B. If Flagger Instructor has received two notices of termination within any twelve (12) month period and within twelve (12) months after the second notice, any act of omission of Flagger Instructor constitutes good and sufficient cause for termination under this Section 5, SCNSC may immediately terminate this Agreement upon written notice to Flagger Instructor without affording Flagger Instructor an opportunity to cure.

C. Flagger Instructor may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to SCNSC.

_____	_____	_____
Date	Signature-Flagger Instructor	Title
_____		Safety & Health Director
_____	_____	_____
Date	Signature-SCNSC Representative	Title

Email To: ellearn@scnsc.org

Or Mail To: **SCNSC**
121 Ministry Drive
Irmo, SC 29063
Phone: (803) 732-6778