

# NATIONAL TRAINING SERVICE AGREEMENT

**COMPANY/ASSOCIATION:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

This Agreement made by and between XYZ Construction Company, Inc., (hereafter referred to as “**the Company**”) and the National Center for Construction Education and Research (“**NCCER**”) is for funding services related to the development, revision and delivery of construction and maintenance craft training, assessment and related programs (hereafter referred to as workforce development services).

*Whereas, NCCER* is a tax-exempt organization under the 501(c)(3) section of the Internal Revenue Service Code organized exclusively for educational purposes; and

*Whereas, the Company* recognizes the critical need to provide workforce development services to its construction and maintenance craft workers in order to provide its clients with high quality, cost effective and safe construction and/or maintenance services

*Therefore,* in exchange for providing workforce development services within the continental United States and other considerations set forth herein, **the Company** hereby agrees to contribute to **NCCER** three-cents (\$0.03) per hour for each field hour worked by its construction and maintenance craft employees. Payment by **the Company** shall be made to **NCCER** monthly. Payment amounts for workforce development services conducted outside of the United States shall be established on a case by case basis. Thirteen cents (\$0.13) of the sixteen-cent payment made by **the Company** shall be deposited into and become part of a national training services account. These payments shall be recorded under **the Company’s** account numbers, and **the Company** shall determine the number of accounts it may require to meet its needs. All funds will be held in secured, interest-bearing accounts and any accrued interest from these funds shall be divided equally between **the Company** and **NCCER**. Funds within said accounts shall be expended solely for workforce development services to **the Company’s** craft employees or others specifically designated in writing by an authorized company representative.

Requests for workforce development services that will require disbursement of **the Company’s** account funds shall be at the sole discretion of **the Company** and its authorized representative. The workforce development services to be provided by **NCCER** include, but are not limited to, the following:

- Through **NCCER’s** regular marketing and promotion programs, provide industry-wide recognition of **the Company’s** participation in building the current and future workforce.
- Assist **the Company** in educating its clients on **the Company’s** efforts to provide clients with skilled, qualified craft professionals.
- Assist **the Company** in orienting and training the workforce development personnel responsible for managing and administering **the Company’s** workforce development programs.
- Consult with **the Company** to assist in identifying and selecting training, assessment and performance evaluation facilities that meet or exceed all current **NCCER** requirements.

- Consult with **the Company** on program administration including staffing, instructor selection and training, program expenses, record keeping, special training needs and accreditation, national registry and assessment program operation. **NCCER** will also assist **the Company** in implementing the automated services of the national registry and assessment program.
- Provide career development and career guidance information resources to assist **the Company** in attracting young people to them and the industry. **NCCER** can also assist the **Company** in developing relationships with local schools and school systems.

No payment amount larger than **the Company's** account(s) balance(s) will be disbursed and funds shall be disbursed only for workforce development purposes. In the event workforce development costs are incurred for which sufficient funds are not available, **the Company** will reimburse **NCCER** for any and all money disbursed beyond the account's available funds.

Two cents (\$.02) of the sixteen-cent payment will be retained by **NCCER** in its annual operating budget. **NCCER** will use the two-cent funds to develop new craft training curricula and assessments, upgrade and revise existing curricula and assessments to reflect technological advancements, code changes and current industry practices, and to support and refine the workforce development services of **NCCER** to more efficiently meet the needs of **the Company** and its craft and maintenance employees.

One cent (\$.01) of the sixteen-cent payment will be deposited by **NCCER** in a separate account to be used on a restricted basis for industry image enhancement and recruitment initiatives.

Either party may cancel this Agreement by a thirty-day written notice, and **the Company** will be entitled to use its remaining funds held by **NCCER** for craft and maintenance workforce development purposes until such funds are exhausted.

In the event **the Company's** account is dormant with no contributions or disbursements for a period of ten (10) years, the balance of the account will default to **NCCER** and be used to develop new craft training curricula and assessments, upgrade and revise existing curricula and assessments to reflect technological advancements, code changes and current industry practices, and to support and refine the workforce development services of **NCCER** to more efficiently meet the needs of the construction industry.

This National Training and Service Agreement is duly signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

For **The Company**:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

For **National Center for Construction Education and Research**:

Boyd D. Worsham, President

\_\_\_\_\_  
Signature