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 sixteen cents ($0.16) 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.

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.

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.

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