

DOCKETED

Docket Number:	13-ATTCP-01
Project Title:	Acceptance and Training Certification
TN #:	210940
Document Title:	NEBB Conditions of Approval Status Report
Description:	Status report to CEC on NEBB's conditions of approval for their ATTCP application.
Filer:	James Huber
Organization:	NEBB
Submitter Role:	Applicant
Submission Date:	4/4/2016 1:59:21 PM
Docketed Date:	4/4/2016



NEBB

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April 04, 2016

California Energy Commission
1516 9th Street MS-14
Sacramento, CA 95814

Attn. Mr. Joe Loyer, PE

RE: NEBB ATTCP Conditions of Approval

Dear Joe,

As described in the California Energy Commission Decision on the application of NEBB to Certify Nonresidential Mechanical Acceptance Test Technicians and Employers Pursuant to Section 10-103-B of the 2013 Building Energy Efficiency Standards dated January 13, 2016, there were four conditions of approval for which NEBB was to comply by April 4, 2016. The purpose of this letter is to document the status of those conditions.

In granting preliminary approval to NEBB’s application, the California Energy Commission (CEC) dictated 4 conditions of approval. Those conditions and their status as of the date of this letter are summarized in Table #1 below:

TABLE 1: Status of NEBB’s Conditions of Approval

COA	DESCRIPTION	STATUS
1	Online web service (Registry)	Complete; signed and redacted access and control agreement with ESCO included with this report.
2	Access to testing/training Labs	Complete; signed memorandum of understanding included with this report.
3	NEBB visit and secure access to test/training facilities	Complete; signed affidavit included with this report.
4	Loss of test/training facilities	No action required at this time.

Specifically, the status of each COA is detailed below.

CONDITION OF APPROVAL #1:

The specific conditional and compliance requirements for COA-1 are as follows:

- By **April 4, 2016**, NEBB (or their representatives) must have implemented an online web service with the capability to:
 - Limit Acceptance Test Technician access to only acceptance test forms for which they hold valid and current certification. **Complete**
 - Provide a method to complete acceptance test forms bearing an appropriate logo and print a hardcopy for submission to local building authorities. **Complete**
 - Make available contact information and current certificate status of all approved Acceptance Test Employers and Technicians. **Complete**

- Web directory must be able to sort (or filter) by name, county, and by each Acceptance Test for which the Acceptance Test Technician has current certification. **Complete**
- File complaints to NEBB regarding any Acceptance Test Technician or Employer from local enforcement agencies, other permitting agents, and/or the public. **Complete**
- Provide monthly (or as requested) analytical reports for quality assurance and other purposes to Energy Commission staff and local enforcement agencies. **Complete**
- Provide information as requested to appropriate local enforcement agencies and Energy Commission staff. **Complete**

Compliance:

NEBB will demonstrate that the registry is in full operation by allowing Energy Commission staff to enter test data including:

- Registering as a fictitious ATT and ATE. **Complete**
- Registering as a fictitious builder and submit acceptance test jobs for bid. **Complete**
- Filing completed fictitious acceptance test forms. **Complete**
- Producing printed versions of fictitious acceptance test forms. **Complete**
- Attempt to submit Forms which do not provide complete information or submit a series of Forms which indicate cloning of test reports. **Complete**
- File a complaint against one of the fictitious ATTs entered by staff. **Complete**
- Produce an analytic report from the system showing all activities of the fictitious ATT and ATE entered by staff. **Complete**

NEBB will also produce an Annual Report as prescribed in Title 24, Part 1, Chapter 10, Section 10-103-B (d). The Annual Report, at a minimum, will include a list of all ATTs and ATEs separately, and the total number of acceptance test forms filed for each type of acceptance test by California county.

Once Energy Commission staff is satisfied with the performance of the registry, staff will provide NEBB with a written acknowledgement of compliance.

CONDITION OF APPROVAL #2:

The specific conditional and compliance requirements for COA-2 are as follows:

- By **April 4, 2016**, NEBB must demonstrate access to enough laboratories with the combined capability, if more than one, to perform all necessary mechanical systems acceptance tests required in the 2013 Building Energy Efficiency Standards, Section 120.5 in an instructional setting. **Complete**

Compliance:

NEBB will provide Energy Commission staff a copy of memoranda of understanding signed by NEBB representatives and each facility owner/operator that include the following minimum information:

- The owners/operators of the facilities. **Complete**

- The addresses of the facilities. **Complete**
- The acceptance tests to be performed at each facility. **Brownson Technical School (BTS) will provide testing on all forms by June 1, 2016. North American Training Center (NATC) will provide testing on all forms with the exception of MCH-15-A (Thermal Energy Storage).**

In addition, NEBB is currently vetting and pursuing six additional training and testing centers in Northern and Southern California as well as possibly providing some limited training at the PG&E facility in San Francisco.

- The signatory parties. **Complete**
- The signatory date(s). **Complete**

Energy Commission staff will be granted physical access to the each facility to ensure that the facilities are capable of providing a laboratory training environment.

Once Energy Commission staff is satisfied that the records submitted by NEBB, staff will provide NEBB with a written acknowledgement of compliance.

CONDITION OF APPROVAL #3:

The specific conditional and compliance requirements for COA-3 are as follows:

- **COA-3:** By **April 4, 2016**, NEBB must assign a NEBB representative to verify that these laboratories in total, if more than one, can complete all acceptance tests procedures as provided by the NEBB acceptance test technician certification provider application.

Compliance:

NEBB representative must submit a signed and dated affidavit stating the following for each training facility identified in **COA-2**:

- A NEBB representative(s) has visited the facility in person. **Complete**
- A NEBB representative(s) has reviewed and has knowledge of NEBB's Acceptance Test laboratory procedures relevant to the facility. **Complete**
- A NEBB representative(s) will vouch that the laboratory is capable of being used for the educational purposes intended by NEBB for acceptance test education and testing. **Complete**

Once Energy Commission staff is satisfied with the records submitted by NEBB, staff will provide NEBB with a written acknowledgement of compliance.

CONDITION OF APPROVAL #4:

Note that COA-4 is not an actionable item for NEBB at this time. This condition of approval has to do with loss of NEBB training facilities, and in actuality NEBB is currently vetting several other training facilities in order to provide additional NEBB training and testing sites.

The specific conditional and compliance requirements for COA-4 are as follows:

- NEBB must notify the Energy Commission within 15 business days of any loss of access to any laboratory facility for which a signed memorandum of understanding that allowed NEBB to perform mechanical systems acceptance tests required by the 2013

Building Energy Efficiency Standards, Section 120.5 in an instructional setting. Within 90 days of notification, NEBB must identify sufficient replacement facility.

Compliance:

NEBB will provide Energy Commission staff a copy of a memorandum of understanding signed by NEBB representatives and each facility owner/operator that include the following minimum information: ***Will Comply as Required***

- The owners/operators of the facilities.
- The addresses of the facilities.
- The acceptance tests to be performed at each facility.
- The signatory parties.
- The signatory date(s).

Energy Commission staff will be granted physical access to the facility to ensure that the facility are capable of providing the required laboratory training environment.

Will Comply as Required

NEBB representative must submit a signed and dated affidavit stating the following for each training facility identified:

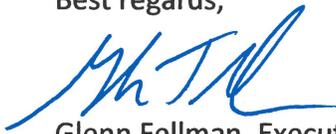
- A NEBB representative(s) has visited the facility in person. ***Will Comply as Required***
- A NEBB representative(s) has reviewed and has knowledge of NEBB's Acceptance Test laboratory procedures relevant to the facility. ***Will Comply as Required***
- A NEBB representative(s) will vouch that the facility is currently capable of being used for the educational purposes intended by NEBB for acceptance test education and testing. ***Will Comply as Required***

Once Energy Commission staff is satisfied with the records submitted by NEBB, staff will provide NEBB with a written acknowledgement of compliance.

We hope that the California Energy Commission finds this report acceptable and in compliance with the conditions of approval as expected.

Please do not hesitate to contact us if you have any questions regarding this report.

Best regards,



Glenn Fellman, Executive Vice President
National Environmental Balancing Bureau

GENERAL AFFIDAVIT

State of California
County of Santa Clara

BEFORE ME, the undersigned Notary,
OLGA M. CARRILLO [name of Notary before whom affidavit
is sworn], on this 23rd [day of month] day of March [month], 2016,
personally appeared Amber Ryman [name of affiant],
known to me, who being by me first duly sworn, on her [his or her] oath, deposes and says:

NEBB has met the Conditions of Approval (COA-3) Requirement as stated in Exhibit
A of the Staff report dated January 13, 2016.

COA-3 details are as follows:

- 1) Amber Ryman has visited 3 Training facilities. These facilities include: Brownson
Technical School, North American Training Center and PGE Energy Center.
- 2) Amber Ryman has reviewed and has knowledge of NEBB'S Acceptance Test
Laboratory procedures relevant to the facilities.
- 3) Amber Ryman will vouch that the laboratories are capable of being used for the
educational purposes intended by NEBB for the acceptance test education and testing.
[set forth affiant's statement of facts]

[Signature]
[signature of affiant]

Amber Ryman
[typed name of affiant]

883 S. 12th Street, San Jose, Ca 95112
[address of affiant, line 1]

PO Box 59249, San Jose, Ca 95112
[address of affiant, line 2]

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

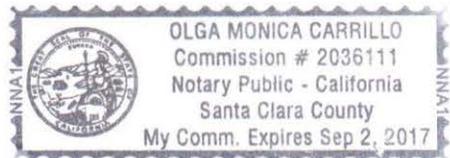
On 3/23/2016 before me, OLGA M. CARRILLO, NOTARY PUBLIC,
(here insert
name and title of the officer), personally appeared
Amber Ryman

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (Seal)
Signature



Database Access and Control Agreement

This **Database Access and Control Agreement** (“**Agreement**”) is made as of the date last subscribed below, on behalf of and between **ESCO Group Inc. (hereinafter “ESCO”)**, with offices located at 1350 West Northwest Highway, Mount Prospect, Illinois 60056, and the **National Environmental Balancing Bureau (hereinafter “NEBB”)**, with headquarter offices located at 8575 Grovemont Circle, Gaithersburg, MD 20877. Together, ESCO and NEBB shall be known as the “Parties”.

Recitals

Whereas the State of California, under Title 24 of the 2013 California Building Code, requires web-based electronic Registry for data collection and maintenance of Mechanical Acceptance Test Data for the nonresidential sector, into which Authorized Users store therein-electronic documents;

Whereas, among the Authorized Users who will be submitting documents to the Registry, there will be, pursuant to 2013 Title 24, Part 6, Section 10-103-B, Test Technicians and Employers who will be Certified by Acceptance Test Technician Certification Providers (“ATTCP”) and Engineers of Record as defined in Title 24;

Whereas NEBB has obtained approval by the California Energy Commission (CEC) as an ATTCP on January 13, 2016;

Whereas, during the term of this Agreement and any and all renewals of this Agreement and at all times at and after the termination of this Agreement or any renewal, NEBB shall have the unrestricted and immediate ability to access, copy, electronically or in hardcopy, receive reports from and use the documents and information submitted to the Registry by NEBB or NEBB Certified Employers and Technicians;

Whereas, at all times, CEC shall have the exclusive ownership of documents and information submitted to the Registry;

Whereas, (i) information submitted to the Registry by NEBB or NEBB Certified Employers and Technicians regarding the personal identity of NEBB Certified Employers and Technicians, the contact information for them and any other information particular to them or (ii) documents containing such information shall at all times remain confidential and accessible only by NEBB or CEC;

Now, therefore, in consideration of the foregoing and the covenants, agreements, representations and warranties of the Parties set forth below, it is agreed that:

Agreement

The foregoing recitals are incorporated in and made a part of the terms of the Parties' Agreement.

Registry

ESCO has architecturally designed, developed, and shall deliver, implement and maintain a Registry that meets the CEC requirements for a Non-Residential Mechanical Registry.

ESCO shall make available for the operational use of NEBB and NEBB Certified Employers and Technicians the Registry no later than April 1, 2016.

ESCO, in addition to its standard fee per registered form, which shall be no greater than [REDACTED] dollars [REDACTED], shall collect for NEBB an additional [REDACTED] dollars [REDACTED] per form, and the additional [REDACTED] dollars [REDACTED] shall be earmarked as a NEBB Oversight and Accountability fee. Both ESCO and NEBB may mutually agree to a price adjustment based on market or other factors.

ESCO shall remit the NEBB Oversight and Accountability fees collected during the prior calendar month to NEBB no later than the twentieth (20th) day of each immediately following month. Such remittance shall be submitted with a report detailing NEBB registered form activity.

NEBB will require its Certified Employers and Technicians doing business in California, as a condition of being and continuing to be certificated, to use the Registry when registration of non-residential building mechanical equipment verification is required. NEBB shall, on a continuing basis, provide advice, suggestions, and counsel to ESCO relative to improvement of the Registry's functionality.

Term, Renewal and Termination

The Term of this Agreement shall become effective as of the date signed by both parties and shall continue for a minimum of three (3) years. This agreement will automatically renew annually unless notice to terminate is received in writing at least 30 days prior to the renewal period.

Either Party has the right to terminate this Agreement or any renewal (i) if the other Party materially breaches any representation, warranty, covenant or agreement made by it hereunder or otherwise materially fails to perform any of its obligations hereunder, which breach or failure has not been cured within thirty (30) days after receipt of written notice of default from the non-breaching Party (or such additional cure period as the non-breaching Party may authorize); (ii) immediately upon the cessation of ESCO's provision of a Registry for the use of NEBB and NEBB Certified Employers and Technicians, for whatever reason.

Ownership of and Access to Stored Documents and Information

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CEC shall be the exclusive owner of documents and information submitted to and stored in the Registry. Document copies (stored in the Registry by NEBB or a NEBB Certified Employer or Technician) shall be and remain accessible to NEBB including after termination, for any reason, of this Agreement or any renewal, and be available to: (i) NEBB, with respect only to documents and information it submits or is submitted by a NEBB Certified Employer or Technician, and (ii) a NEBB Certified Employer or Technician, with respect only to documents and information it submits.

Information submitted to the Registry by NEBB or NEBB Certified Employers and Technicians regarding the personal identity of NEBB Certified Employers and Technicians, the contact information for them and any other information particular or personal to them or documents containing such information shall at all times remain confidential and be accessible by and only by NEBB and / or the CEC and shall not be disclosed or provided by ESCO to any person, without NEBB's or CEC's prior written approval.

ESCO shall make available and provide, via online, web-based tutorials that will be available 24/7 and training in the use of the Registry to all Engineers of Record as defined in Title 24, and Title 24 Employers and Technicians Certified by NEBB as such.

ESCO shall maintain and support, at its cost, and update any software, hardware, means of communication and access to means of communication used for providing the Registry, in order to reasonably assure the Data Registry's 24/7 functionality and compliance with current or future CEC requirements and any required or hereafter required approval of CEC. Such maintenance and support shall include, without limitation:

- (i) live telephone hot-line support 40 hours per week, Monday through Friday with the exception of Holidays. Such support shall include consultation on the operation and utilization of the Registry; and
- (ii) error correction services, consisting of ESCO using all reasonable efforts to design, code and implement programming changes to the software developed for or used in the Registry and modifications to the software documentation, to correct reproducible errors, defects and malfunctions therein, so that such software enables the Registry to have the full functionality necessary to satisfy CEC requirements.

Confidentiality

"Confidential Information" is defined as any confidential or proprietary information of either Party that is disclosed to the other Party or learned or observed by the other party in the course of performing its obligations hereunder, including, without limitation, the terms of this Agreement, business and financial information, product specifications, sales and marketing information, and technology. The express labeling or designation by either Party of information as "Confidential Information" shall render that information presumptively Confidential Information for purposes of this Agreement and subject to the requirements of this Agreement for its treatment.



Each Party shall hold all of the other Party's Confidential Information in confidence and shall not disclose any Confidential Information to third parties nor use any Confidential Information for any purpose other than as required to perform under this Agreement and as required by California Title 24. Each Party agrees to take all appropriate action to ensure the confidentiality and security of the Confidential Information and to treat the Confidential Information with the same degree of care that it uses to protect its own Confidential Information of like kind and value, but in no case less than a reasonable degree of care. Each Party acknowledges that a breach of the obligations under this Paragraph may cause irreparable harm to the other Party or its affiliates and that it and its affiliates shall be entitled to seek injunctive or other equitable relief in the case of such breach or threatened breach, in addition to any other remedies it may have at law or in equity.

Independent Contractor Relationship

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between ESCO and NEBB. Neither Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other Party. Neither Party shall bind or attempt to bind the other Party to any agreement or performance of any obligation nor represent that it has any right to enter into any undertaking on behalf of the other Party. The relationship of the parties shall be that of independent contractors.

Force Majeure

A Party shall not be liable for any failure of, or delay in, the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If a dispute arises, the Parties shall promptly attempt in good faith to resolve the dispute by non-binding mediation. All disputes not resolved by mediation shall be resolved by arbitration in Chicago, Illinois, under the auspices of the American Arbitration Association, pursuant to its commercial arbitration rules. In the event any arbitration or legal action is taken under this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees, costs of suit, and other costs reasonably related to enforcement of its rights under this Agreement.

Severability

If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law or by public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, so long as the parties original intent concerning the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to either Party. Should any term or other provision be determined to be invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to

modify this Agreement so as to replicate the original intent of the parties as closely as possible and in a reasonably acceptable manner, to the end that the transactions contemplated by this Agreement are fulfilled.

Notice

Any notice specified or contemplated by this Agreement shall be deemed sufficient if sent by email as specified below or overnight delivery for the following business day to the addressee and address specified below:

In the case of NEBB:

Mr. Glenn Fellman Executive Vice President
National Environmental Balancing Bureau
8575 Grovemont Circle
Gaithersburg, MD 20877
Email: glenn@nebb.org

In the case of ESCO:

Mr. Jerome Weiss
ESCO Group Inc. / Data Center
1350 West Northwest Highway
Mount Prospect, IL 60056
Email: jweiss@escogroup.org

Assignment

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by either of the Parties hereto without the prior written consent of and at the sole discretion of the other Party.

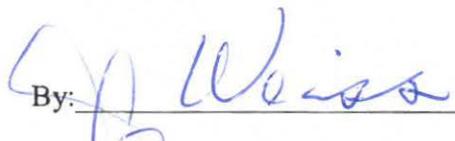
Entire Agreement

This Agreement and any exhibits, addenda and amendments hereto constitute the entire understanding between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, whether oral or written, regarding such subject matter. There are no other understandings, agreements, representations, or warranties relied upon by either Party with respect to the subject matter herein, which are not included herein. This Agreement may be modified only in writing and signed by both parties.

Wherefore, in consideration of the foregoing, the Parties hereto, intending to be mutually bound to this Agreement, have executed this Agreement on the dates specified below.

ESCO Group, Inc.

National Environmental Balancing Bureau

By: 
Title: PRESIDENT
Date: 3/10/2016

By: 
Title: Executive Vice President
Date: 3/10/2016



**MEMORANDUM OF UNDERSTANDING
BETWEEN NEBB AND BROWNSON TECHNICAL SCHOOL**

This **Memorandum of Understanding ("MOU")** is between: NEBB (National Environmental Balancing Bureau) with its offices at 8575 Grovemont Circle, Gaithersburg, Maryland 20877 United States of America and Brownson Technical School, with its main campus located at, 1110 S Technology Cir # D, Anaheim, CA 92805 United States of America. Together NEBB and Brownson Technical School shall be the "Parties".

Whereas NEBB has developed curriculum, training, certifications tests (written and practical), procedures and criterion for conducting said tests, for California's Non-Residential Mechanical Acceptance Testing and does not possess appropriate training facilities within the state of California, and Brownson Technical School has expressed a desire to provide the required training, testing, using either of their Accredited campuses including their mobile campus; NEBB hereby appoints Brownson Technical School as a NEBB training and testing facility for Employer and Technician Acceptance Testing training and certification testing.

Agreement

NEBB agrees to provide, the curriculum (including but not limited to: Power Points, Lab Assignments, Testing and Examination Procedures).

Brownson Technical School agrees to:

1. Provide appropriate training equipment, qualified instructors and if required examiners that meet or exceed the requirements set forth by NEBB.
2. Protect the curriculum provided by NEBB, and not share, redistribute, or re-use the materials for any other programs or to any other organizations.
3. Follow all NEBB written and verbal procedures within the scope of said training and certification testing.
4. Forward to NEBB, or its appointed agent, within 3 working days of a certification candidate's completion of the required training and certification testing all documents and test/exam forms.
5. Provide NEBB with feedback; Feedback shall include, but is not limited to; technical review of the content and its context, review, analysis and feedback of instructor supplementary material, review and commentary on any student lab assignments, worksheets, or testing procedures the sharing of any comments and questions that may arise from the course participants.
6. Immediately implement required any changes in course material and testing procedures required by either NEBB or the California Energy Commission (CEC).

NEBB will assess and highly consider all commentary and feedback received.

NEBB reserves the right to audit Brownson Technical School during the delivery of the NEBB program and to appoint additional facilities and/or organizations.

Training, certification testing and credentialing fees and/or compensation are outside of the scope of this MOU.

Term

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall remain in effect until December 31, 2020. The MOU may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties and if required, approval of the CEC.

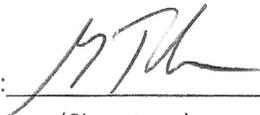
Termination

If either party fails to perform or violates the terms of this agreement the other party may terminate this agreement upon 60 days written notification. If the terminated party requests mediation and/or binding arbitration by a third party the agreement will remain in force until the mediation or arbitration has been completed, or for one hundred eighty (180) days (or 6 months) after said request, whichever occurs first. Upon Termination Brownson Technical School shall return all NEBB curriculum and materials to NEBB.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

NEBB.

Brownson Technical School.

By: 
(Signature)

By: 
(Signature)

Glenn Fellman
Printed Name

WILLIAM D. BROWN
Printed Name

Title: Executive Vice President

Title: CHIEF OPERATING OFFICER

Date: 1/2/2016

Date: 12/30/2015

Training, certification testing and credentialing fees and/or compensation are outside of the scope of this MOU.

Term

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall remain in effect until December 31, 2020. The MOU may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties and if required, approval of the CEC.

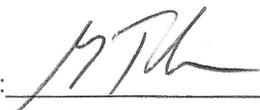
Termination

If either party fails to perform or violates the terms of this agreement the other party may terminate this agreement upon 60 days written notification. If the terminated party requests mediation and/or binding arbitration by a third party the agreement will remain in force until the mediation or arbitration has been completed, or for one hundred eighty (180) days (or 6 months) after said request, whichever occurs first. Upon Termination Brownson Technical School shall return all NEBB curriculum and materials to NEBB.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

NEBB.

Brownson Technical School.

By: 
(Signature)

By: 
(Signature)

Glenn Fellman
Printed Name

WILLIAM D. BROWN
Printed Name

Title: Executive Vice President

Title: CHIEF OPERATING OFFICER

Date: 1/2/2016

Date: 12/30/2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN NEBB AND NORTH AMERICAN TRAINING CENTER**

This **Memorandum of Understanding (“MOU”)** is between: NEBB (National Environmental Balancing Bureau) with its offices at 8575 Grovemont Circle, Gaithersburg, Maryland 20877 United States of America and North American Training Center, with its main campus located at, 2025 W Park, Suite 1, Redlands CA 92373 United States of America. Together NEBB and North American Training Center shall be the “Parties”.

Whereas NEBB has developed curriculum, training, certifications tests (written and practical), procedures and criterion for conducting said tests, for California’s Non-Residential Mechanical Acceptance Testing and does not possess appropriate training facilities within the state of California, and North American Training Center has expressed a desire to provide the required training, testing, using either of their Accredited campuses including their mobile campus; NEBB hereby appoints North American Training Center as a NEBB training and testing facility for Employer and Technician Acceptance Testing training and certification testing.

Agreement

NEBB agrees to provide, the curriculum (including but not limited to: Power Points, Lab Assignments, Testing and Examination Procedures).

North American Training Center agrees to:

1. Provide appropriate training equipment, qualified instructors and if required examiners that meet or exceed the requirements set forth by NEBB.
2. Protect the curriculum provided by NEBB, and not share, redistribute, or re-use the materials for any other programs or to any other organizations.
3. Follow all NEBB written and verbal procedures within the scope of said training and certification testing.
4. Forward to NEBB, or its appointed agent, within 3 working days of a certification candidate’s completion of the required training and certification testing all documents and test/exam forms.
5. Provide NEBB with feedback; Feedback shall include, but is not limited to; technical review of the content and its context, review, analysis and feedback of instructor supplementary material, review and commentary on any student lab assignments, worksheets, or testing procedures the sharing of any comments and questions that may arise from the course participants.
6. Immediately implement required any changes in course material and testing procedures required by either NEBB or the California Energy Commission (CEC).

NEBB will assess and highly consider all commentary and feedback received.

NEBB reserves the right to audit North American Training Center during the delivery of the NEBB program and to appoint additional facilities and/or organizations.

Training, certification testing and credentialing fees and/or compensation are outside of the scope of this MOU.

Term

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall remain in effect until December 31, 2020. The MOU may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties and if required, approval of the CEC.

Termination

If either party fails to perform or violates the terms of this agreement the other party may terminate this agreement upon 60 days written notification. If the terminated party requests mediation and/or binding arbitration by a third party the agreement will remain in force until the mediation or arbitration has been completed, or for one hundred eighty (180) days (or 6 months) after said request, whichever occurs first. Upon Termination North American Training Center shall return all NEBB curriculum and materials to NEBB.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

NEBB.

North American Training Center.

By: 
(Signature)

By: 
(Signature)

Glenn Fellman
Printed Name

WILLIAM D. BROWN
Printed Name

Title: Executive Vice President

Title: CHIEF EXECUTIVE OFFICER

Date: 12/30/2015

Date: 12/30/2015