

UTILITY SAFETY PARTNERS TRAINING STANDARDS COMMITTEE (TSC) CONDITIONS OF ENDORSEMENT

*The Alberta Common Ground Alliance was acquired by Alberta One-Call Corporation January 1, 2021. Effective **September 7, 2021**, Alberta One-Call Corporation operates under the Utility Safety Partners (USP) tradename. Any reference herein to USP are in fact referencing the endorsing agent, now under the Utility Safety Partners (USP) tradename.*

Introduction

The assessment and endorsement of ground disturbance training programs is an important USP activity initiated for the benefit of all ground disturbers and all stakeholders in buried facility damage prevention.

Developments over the past several years have significantly altered the ground disturbance training landscape and the relationship between training providers and the USP. This includes the development of Ground Disturbance 201 Standards for not only Alberta, but British Columbia and Manitoba as well, and also the development of a Ground Disturbance 101 Standard. Delivery methods have also expanded from solely being in-person, classroom delivery, to now accepting virtual delivery of that method. Online programs are also widely accepted, which has broadened the potential market of endorsed ground disturbance programs.

The developers of ground disturbance training programs that will go through the TSC's rigorous assessment process and become endorsed by the USP may wish to allow other entities to use or have access to those programs through a variety of ways. Utility Safety Partners must recognize that these arrangements do and will continue to exist. It is incumbent on both the USP and those training providers whose programs have been endorsed to protect:

- a) the integrity of the Standard
- b) the endorsement process and USP's intellectual property
- c) the integrity of training certificates
- d) the integrity of the TSC and USP
- e) the value of having an endorsed program to the training provider; and
- f) the elimination of any potential risk of confusion to the potential purchasers of ground disturbance training.

Objective

It is appropriate and necessary for the TSC to define the conditions of endorsement that shall apply to the developers of programs that have completed the assessment process and have been approved for endorsement by the USP. Signing and dating this document acknowledges that the training provider accepts these conditions.

Terminology

Given that there are differences of opinion on "accepted terms", the TSC 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 who developed the program that has been granted endorsement by the USP. 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.

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, but are not necessarily an employee of the developer. Instructors shall meet the requirements of the assessment process.

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. These Instructors shall meet the requirements of the assessment process.

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.

Conditions of Endorsement Related to Certificates

Certificates shall only be issued by the developer of an endorsed program, and shall only include the content and format approved during the assessment process.

Conditions of Endorsement Related to Instructors and Contract Instructors (Classroom Delivery)

There are several potential relationships between the developer of an endorsed program and other individuals or legal entities through which a program may be presented. All instructors, whether employed by the training provider or under contract, must meet all requirements of the assessment process. Definitions of each type of instructor can be found above.

In addition to the contract instructor definition described above, the developer of an endorsed program could also develop a written contract with a legal entity, such as an association, community college, or a utility or buried facility operator, to present the endorsed program to the public or its employees. In any of these scenarios, the legal entity may use one or more of its employees as instructors, provided they meet the requirements of the assessment process. It must be noted, however, that being under contract to provide the endorsed program does not mean that the legal entity shall be considered endorsed by the USP.

Conditions of Endorsement Related to Course Materials (Classroom Delivery)

All student program manuals and associated course materials provided by or used 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 USP and the instructor's name (if contract) 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 Retailers (Online Delivery)

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 purchasers shall only be given access to the endorsed program through a link to the developer'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.

Conditions of Endorsement Related to Changes of an LMS

Where the developer of an endorsed program wishes to offer the program on a different LMS than the one approved during the assessment process, or make any changes to the approved LMS, the developer shall certify to the USP, in writing, that:

- a) the LMS properties identified and approved in the Stage II application have not been degraded or compromised
- b) the approved Stage I application requirements have not been altered or compromised
- c) the proposed change meets the requirements of the program assessment process

Written permission is not required for the correction of typos or other similar editorial changes that do not affect the content of the program. No alterations can be made to the endorsed program or approved LMS system that contradict the requirements of the endorsement process. Depending on the particular circumstances, new Stage I and/or II Applications and Reviews may be required, and possibly a Stage III Audit as well.

The USP would entertain client specific programs under special circumstances. The application for changes, however, must be approved in writing by the USP, and must also ensure that the developer is only planning to add content to the already endorsed program and not delete content. The TSC will consider each such application on its own merits.

General Conditions of Endorsement

The term of endorsement is three (3) calendar years. To maintain continuity of endorsement, the training provider must remain active and in good standing with the USP and attend a minimum of three (3) TSC meetings annually. 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 completing the Re-Endorsement Application form, which will be reviewed and approved by an auditor, as well as a full 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 TSC, defining the new program ownership and control situation and requesting uninterrupted continuation of endorsement. Each situation would be assessed by the TSC on its own merits, considering the USP's responsibilities listed in the Introduction of this document.

The maintenance of student training records shall meet the requirements listed in Stage II of the assessment process. In addition, the developer of an endorsed program shall remit quarterly fees of \$2/student certificate, effective July 1, 2020, and as revised from time to time by the USP Executive. This revenue will be in addition to the fees associated with the various stages of the assessment/endorsement process.

USP’s accounting team or contract auditors reserve the right to audit, at the TSC’s cost, any endorsed program at any time it deems necessary to ensure the ongoing quality of the program assessment process. This includes the right to audit certificate revenue records and submissions. The developer of that program shall cooperate fully with the 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 TSC. The developer shall also comply with the requirements of the USP General Logo Use Guidelines.

The developer of an endorsed program shall allow the TSC to provide a link to the developer’s web site and include the developer’s name and contact information on the USP’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 USP’s policies and guidelines.

Acknowledgement

_____ accepts and agrees to abide by this Conditions of Endorsement Policy.
(Applicant)

Name _____ Date _____

Signature _____

Administrative Use Only:

Date (MM-DD-YYYY)	Completed by:	Approved by:	Briefly describe changes	Version of final copy
08-17-2021	MF	MS	Updated with new USP logo and references to ABCGA/AOC removed; replaced with USP	4.0