

Accreditation Continuing Education Licensing Application



Section I: Sponsoring Organization	Sponsoring Organization:
Section II: Continuing Education Course Information	Program Title: Program Date(s): Program Location(s): Length (minutes): Program Instructor: # of Credits: AAP APRP Timed Program Agenda (must submit with this application and include specific course content):
Section III: Payment Information	 Upon receipt, Nacha will review the application and timed program agenda. If approved, Nacha will email the contact of the Sponsoring Organization with payment instructions. AAP licensing: \$95 per CEC APRP licensing: \$95 per CEC Both AAP and APRP licensing: \$165 per CEC Must select this option to receive the discount. Nacha only charges for the highest number of potential credits. For example, if the program you're applying for is eligible for 13 AAP CECs and 10 APRP CECs, you will only pay for 13 CECs total. Estimated Payment Amount:

Section IV: Continuing Education License Agreement

Upon acceptance of this Application, Nacha will grant to Sponsoring Organization (as defined above) a nonexclusive, nontransferable license to use the "Accredited ACH Professional," "AAP," and the "Accredited Payments Risk Professional," "APRP" service marks (Marks) in its name in connection with the services listed above. This document shall then serve as the Licensing Agreement, and Sponsoring Organization accepts the license subject to the following terms and conditions:

1. Ownership of Marks

Sponsoring Organization acknowledges that Nacha owns the Marks, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by Sponsoring Organization shall inure to the benefit of and be on behalf of Nacha. Sponsoring Organization agrees that nothing in this License shall give Sponsoring Organization any right, title or interest in the Marks other than the right to use the Marks in accordance with this License.

2. Quality of Standards

Sponsoring Organization agrees that the nature and quality of: all services rendered by Sponsoring Organization in connection with the Marks; all goods sold by Sponsoring Organization under the Marks; and all related advertising, promotional and other related uses of the Marks by Sponsoring Organization shall conform to standards set by, and be under the control of, Nacha.

3. Quality Maintenance

Sponsoring Organization agrees to cooperate with Nacha in facilitating Nacha's control of such nature and quality, to permit reasonable inspection of Sponsoring Organization's operation, and to supply Nacha with specimens of all uses of the Marks upon request. Sponsoring Organization shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

4. Form of Use

Sponsoring Organization agrees to use the marks only in the form and manner and with appropriate legends as prescribed from time to time by Nacha, including:

- (a) Sponsor is not authorized to use the logo for any programs or services other than those named within this Licensing Agreement.
- (b) Sponsor agrees to display the officially recognized trademark ([™]) next to the upper right-hand corner of the AAP and or APRP logo used in its authorized materials and, upon notice by Nacha, replace the [™] with the registration mark [®] on all materials. The Sponsor further agrees to include the following sentence immediately after the AAP and or APRP logo with no intervening verbiage between the logo and the statement:

"Approved for AAP renewal credit by Nacha." or "Approved for APRP renewal credit by Nacha." or "Approved for AAP & APRP renewal credit by Nacha."

(c) Sponsor agrees that the logo will not be positioned so as to imply an endorsement by Nacha or Nacha's AAP Blue Ribbon Panel or APRP Oversight Panel for the Sponsor's program(s).

5. Infringement Proceedings

Sponsoring Organization agrees to notify Nacha of any unauthorized use of the Marks by others promptly as it comes to Sponsoring Organization's attention. Nacha shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

6. Term

This Agreement shall continue in force and effect for one (1) year unless sooner terminated as provided for herein. This agreement may be renewed automatically, provided that Nacha has received a written request for a continuation of this license agreement appropriate licensing fees from Sponsoring Organization prior to the termination of the one-year license period and has granted the same.

7. Termination for Cause

Nacha shall have the right to terminate this Agreement upon thirty (30) days written notice to Sponsoring Organization in the event of any affirmative act of insolvency by Sponsoring Organization, or upon the appointment of any receiver or trustee to take possession of the properties of Sponsoring Organization or upon the winding-up sale, consolidation, merger or any sequestration by governmental authority of Sponsoring Organization, or upon breach of any of the provisions hereof by Sponsoring Organization.

8. Effect of Termination

Upon termination of this Agreement Sponsoring Organization agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, to destroy all printed materials bearing any of the Marks, and that all rights in the Marks and the good will connected therewith shall remain the property of Nacha.

9. Interpretation of Agreement

It is agreed that this Agreement may be interpreted according to the laws of the Commonwealth of Virginia, United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Nacha	Sponsoring Organization
Ву:	Ву:
Title:	Title:
Date:	Date:
10. Submission of Application	
Send completed application and supporting documental Tryann Delaney Director, Education & Accreditation Nacha 2550 Wasser Terrace, Suite 400 Herndon, VA 20171 Phone: (703) 561-1100 Fax: (703) 787-0996 tdela	<u>ney@nacha.org</u>

Section V: Nacha Approval (For Nacha Use Only)

Reviewed By:			Date:			
Application: □ Approved	🗆 Denied (Reasor	🗆 Denied (Reason:				
Expiration Date of License:						
* * * * * * * * * *	* * * * * *					
Request for Renewal Received?	Yes (Date:))		□ No	
Renewal Fee Received?	🗆 Yes (Date:)		□ No		
Renewal of Application:	□ Approved □ D	enied (Reason:)	
Expiration Date of License:						

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