

# **I-CAR Industry Training Alliance<sup>sm</sup> Provider Agreement**

*The I-CAR Industry Training Alliance<sup>sm</sup> exists  
to recognize the accomplishments of students' training through approved training providers.*

*All programs approved for inclusion into the Industry Training Alliance must support the I-CAR<sup>®</sup>  
Vision that every person in the collision industry has the necessary technical knowledge and skills  
relevant to their position to achieve a complete and safe repair.*



## **Introduction**

This **I-CAR Industry Training Alliance Training Provider Agreement** (“Agreement”) is made and entered into as of the date entered below between I-CAR and the undersigned training provider applicant. The training provider desires to become a member of the I-CAR Industry Training Alliance and I-CAR desires to maintain high standards for such Alliance and protect its intellectual property related to the Alliance. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **Training Provider Program Eligibility Requirements**

Training programs eligible for inclusion into the Industry Training Alliance:

- Must be from an ASE-certified, CASE, training provider
- Must be “live” instructor-led
  - “Live” instructor-led satellite delivery allowed
- Must complement training developed and delivered by I-CAR
- Must include a written post test or hands-on skills assessment. Note that any credit earned from a training provider through a “test-out” option is not approved for inclusion in the Industry Training Alliance; students must attend training and successfully complete knowledge or skills verification to qualify for I-CAR point(s).
- Must be directly related to business activities (e.g. products or business practices) of the training provider.

All approvals of programs into the Industry Training Alliance are at the sole discretion of I-CAR® and its representatives.

## **Training Provider Instructor Requirements**

I-CAR reserves the right to develop and enforce instructor requirements for the instruction of any program included in the Industry Training Alliance.

## Application Requirements

The following must be submitted for each program when applying for inclusion into the Industry Training Alliance:

- Completed application
  - Note that all fields must be fully completed for each program submitted for review.
- Outline that includes detailed class times for:
  - Introduction
  - Topics/modules
  - Lab times
  - Testing
  - Breaks, meals, etc.
- Instructor and Student manuals
- Pre test, post tests, and/or criteria for hands-on testing
- Current schedule of training dates and locations
- A data transfer of actual student data
  - Members of the Industry Training Alliance must use the new I-CAR student identification number and (upon notification from I-CAR) an XML conduit or portal to the I-CAR database for data transfers.
    - All providers that do not incorporate the I-CAR identification number into its database/data spreadsheet will be assessed an administrative fee by I-CAR to transfer student data manually.
  - Initial data submission on the application CD-ROM prior to approval of the application
    - Following approval of initial data and the application, subsequent data submission to eqdata@i-car.com
  - Upon approval of program into the Industry Training Alliance, data must be submitted by the 20<sup>th</sup> of each month to facilitate processing by month-end or be automatically updated through the XML conduit to the I-CAR database.
  - Student data must be formatted according to the student data transfer template.
    - If no student data exists, the applicant should submit any participant data associated with the development of the program.
- An electronic version of training provider logo with logo usage guidelines.
  - Format should be vector-based EPS format
  - PMS colors and/or other printing limitations should be specified
  - Signed logo authorization form (attached).
- A non-refundable application fee of \$1,000 (U.S.) for each program submitted
  - Must be paid by credit card or check made out to I-CAR
  - Programs already approved for inclusion into the Industry Training Alliance must submit a non-refundable fee of \$500 (U.S.) for each program during its annual renewal application.

## Disclosure of Content

By submitting an application for a program for inclusion into the Industry Training Alliance, the submitter is agreeing to the following content review procedures:

## ***Approval Periods***

- I-CAR representatives will review applications quarterly. Unless otherwise indicated by I-CAR representatives, applications will be reviewed according to the following schedule. Applicants will be notified by I-CAR representatives upon final approval or if additional information is required for the approval process. If applicants do not provide requested information in a timely manner, completion of the application review may be postponed until the following quarter.
  - Applications submitted by December 31 – reviewed by close of January
  - Applications submitted by March 31 – reviewed by close of April
  - Applications submitted by June 30 – reviewed by close of July
  - Applications submitted by September 30 – reviewed by close of October

## ***Review Committee***

- Programs submitted for inclusion into the Industry Training Alliance will be reviewed by I-CAR staff and by members of the I-CAR Industry Training Alliance Review Committee.
  - The I-CAR Industry Training Alliance Review Committee is comprised of individuals from both the I-CAR International Board of Directors and the collision industry representing each of the following industry segments: Collision Repair; Education, Training & Research; Equipment, Tools & Supplies; Insurance; Related Industry Services; and Vehicle Manufacturers. The Committee was formed by the I-CAR International Board of Directors and participants are selected by I-CAR staff and/or the I-CAR International Board of Directors. Committee composition may change at any time without notice.
  - All review committee members must sign a non-disclosure agreement with I-CAR.
  - No application information will be withheld from the I-CAR Industry Training Alliance Review Committee.
- I-CAR staff and/or members of the I-CAR Industry Training Alliance Review Committee are allowed to attend training programs pre- and post-approval for the Industry Training Alliance unannounced and at no charge.
  - Representatives may attend training as deemed necessary prior to and/or following approval for inclusion into the Industry Training Alliance.

## ***I-CAR Points***

- An I-CAR point value will be assigned for each training program approved for inclusion into the Industry Training Alliance. I-CAR point values are assigned at the sole discretion of I-CAR representatives.
  - I-CAR points are only awarded for the approved training portion(s) of programs.
    - No I-CAR points will be awarded to students who “test-out” of an approved training program with the Industry Training Alliance training provider.
  - Training approved for inclusion into the Industry Training Alliance qualifies for I-CAR points only. I-CAR does not recognize completed training provider training as a substitute for I-CAR training or qualification testing.
    - Training approved for Industry Training Alliance inclusion may not qualify for I-CAR training recognized by other entities, regardless of a relationship with I-CAR. Gaining such approval from other entities is the responsibility of each training provider.

- Any training provider training that is approved or recognized by other entities does not equate to I-CAR recognition or approval of the program in the Industry Training Alliance. Approval and/or recognition of training provider training from another entity is not part of the I-CAR Industry Training Alliance Training Provider Agreement.
- I-CAR will honor I-CAR points earned through a training provider's approved program(s) for the duration of the training provider's certification term supplied on the application, provided that the provider's certification term does not exceed five years.
  - I-CAR will honor I-CAR points for a period not to exceed five years from the date of class completion.
  - I-CAR will not award I-CAR points for class completion dates that are prior to the training provider obtaining ASE CASE Certification.

### ***Industry Training Alliance Provider Class Schedules***

- A current schedule of training programs approved for the Industry Training Alliance must be accessible to I-CAR representatives online. If schedules are not made available online, approved training providers must submit current schedules to I-CAR at a minimum of every six (6) months. Schedules must be submitted via e-mail by the training provider to AllianceSchedules@i-car.com. Upon the completion of the improved I-CAR Learning Management System (LMS), training providers will be required to post their class schedules directly to the I-CAR LMS through the XML conduit.
  - No other correspondence should be sent to AllianceSchedules@i-car.com.
  - Providers will be sent communication from I-CAR when the LMS is prepared for external postings.
- I-CAR encourages approved training providers to inform I-CAR of their public and industry relationships.

### ***Annual Renewal***

- Training providers must complete an annual renewal following a template provided by I-CAR. This renewal will include a list of any content, format, or delivery that has been updated, added, deleted, or otherwise modified. An update must be completed annually even if no changes were made throughout the year.
  - The training provider should notify I-CAR immediately of any changes to company contact information that is required to support their participation in the Industry Training Alliance on or before the effective date.
- A non-refundable renewal fee of \$500 (U.S.) must be submitted for each approved program
  - Must be paid by credit card or check made out to I-CAR

### **Business and Marketing Guidelines:**

By submitting an application for program inclusion into the Industry Training Alliance, the submitter is agreeing to the following business and marketing guidelines:

- The Industry Training Alliance was formed to create an Alliance of industry training providers and to recognize accomplishments of individuals who successfully complete training from these providers. Therefore, Alliance training providers must ensure that distribution of correspondence or marketing materials that describe their inclusion in the Industry Training Alliance are professional and support the objectives of the Industry Training Alliance.

- Alliance training providers agree to use the acceptable terminology listed below when describing their participation in the Industry Training Alliance
  - Examples of **acceptable** phrasing include, but are not limited to:
    - Member of the I-CAR Industry Training Alliance<sup>sm</sup> program.
    - Training approved for I-CAR points through the I-CAR Industry Training Alliance<sup>sm</sup> program.
    - Students who successfully complete this approved training are eligible to apply for I-CAR points.
    - Approved I-CAR Industry Training Alliance<sup>sm</sup> program training provider
    - Students who complete approved training will automatically receive I-CAR points upon completion of the application and verification of successful completion from the training provider.
  - Examples of **unacceptable** phrases include, but are not limited to:
    - I-CAR Approved
    - I-CAR Recommended
    - I-CAR Certified
    - I-CAR Endorsed
    - I-CAR Credit
    - I-CAR Equivalent
    - Students who complete Industry Training Alliance approved training will automatically receive I-CAR points.
- I-CAR Industry Training Alliance, I-CAR, and reciprocal logo usage:
  - Once approved, an Alliance training provider grants I-CAR permission to use its logo in association with marketing and promotional efforts for the Industry Training Alliance.
    - A signed logo authorization form must accompany the application.
- Alliance training providers agree to use the Industry Training Alliance logo in accordance with the following “Policy for use of the I-CAR Industry Training Alliance Name and Logo” and the “I-CAR Copyright & Trademark Policy.”
- Alliance training providers must link from the training section of their web site or their homepage to the main Industry Training Alliance section, Gold Class Professionals section, and/or homepage of the I-CAR web site at [www.i-car.com](http://www.i-car.com).
- I-CAR encourages Alliance training providers to inform the I-CAR marketing department of any known misuse of any I-CAR logo(s), trademarks, service marks, copyrights, or verbiage pertaining to the aforementioned items.
  - Notifications should be sent to the I-CAR marketing department.
- Approved Alliance training providers will submit, prior to use for pre-approval, copies of all advertising, promotions, and other communications used regarding inclusion in the Industry Training Alliance to the I-CAR marketing department. Industry Training Alliance training providers must submit public advertising and promotional materials to the I-CAR marketing department prior to publication.
  - I-CAR will provide a review of the terminology used in advertising, promotions, or other communications used regarding inclusion in the Industry Training Alliance and provide recommended changes, if necessary, without creating an unreasonable delay in publication and/or distribution.
- Industry Training Alliance training providers desiring to utilize the Alliance Payment Coupon Program agree to adhere to the rules listed on the I-CAR web site.
- I-CAR agrees to provide Industry Training Alliance training providers with the following benefits and information:
  - Students who successfully complete approved training provider training may apply for the I-CAR point value assigned by I-CAR.
  - Statistics detailing the number of I-CAR points awarded per program annually, in either print or electronic format.

- Examples of recognition in I-CAR advertising, promotions, and other communications used regarding the Industry Training Alliance.
- One Industry Training Alliance plaque and one Industry Training Alliance banner.
  - Additional plaques and banners may be purchased by approved training providers through the I-CAR marketing department.
- Upon approval into the Industry Training Alliance, it is the responsibility of the training provider to submit a copy of the signed agreement to the appropriate departments or staff within their organization.

### **I-CAR Industry Training Alliance Removal**

Conditions that will result in approved training programs being removed from the Industry Training Alliance include, but are not limited to:

- Misrepresentation of the provider's training program information on the application; including testing, length of program, content, or other information
- Using the status as an Industry Training Alliance provider to market its products or services against competitors and/or I-CAR
- Non-transfer of student training records
- Falsifying student training records
- Improper use of the Industry Training Alliance or other I-CAR logos, trademarks, service marks, or copyrights
- Failure to provide I-CAR with updates made to the approved program(s)
- Failure to maintain current ASE CASE certification
- Any other items of conduct that I-CAR deems to be detrimental to the Industry Training Alliance, I-CAR, or the collision industry



## **Privacy Laws/Regulations**

Training provider is responsible to ensure that they have obtained any and all required releases to allow the transfer of their students' training records to I-CAR.

## **Miscellaneous Provisions**

The applicant agrees that all information submitted in this application is accurate at the time of submission. Submission of this application serves as an agreement to the terms outlined in the I-CAR Industry Training Alliance Training Provider Agreement. I understand that I-CAR reserves the right to take corrective action as outlined in the Agreement, if deemed appropriate, in response to any violations of these terms. This Agreement shall become binding on the parties only after it is accepted and signed by a director or CEO of I-CAR and only if the applicant is accepted as a member in good standing of the I-CAR Industry Training Alliance. This Agreement shall continue in full force and effect as long as the applicant is a member in good standing of the I-CAR Industry Training Alliance unless terminated earlier by either party upon 30 days prior written notice for any reason. I-CAR may terminate this Agreement immediately upon any breach by applicant. Neither party may assign or delegate its rights or obligations hereunder without the prior written consent of the other party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of laws provisions. If any term or provision of this Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Agreement. This Agreement and the instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments or alternative or supplementary provisions to this Agreement must be made in writing and duly executed by an authorized representative of each of the parties hereto.

By submitting an application for inclusion into the I-CAR Industry Training Alliance, I certify that I am authorized to act on behalf of the applying organization, if applicant is an entity. I certify that this Agreement does not conflict with any agreement, judgment or order to which applicant is subject. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and shall together constitute one and the same instrument.

Organization: \_\_\_\_\_

Program Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement acknowledged by I-CAR:

Name: Jason Bartanen

Title: Technical Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Payment Information**

Payment Information

Check

Credit Card:

- VISA
- AMEX
- MC

Credit Card Number:

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Expiration Date:

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Name as it appears on card:

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Billing Information:

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Phone:

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E-Mail Address:

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Signature:

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|                 | Fee          | Number of Programs | Amount |
|-----------------|--------------|--------------------|--------|
| Application Fee | U.S. \$1,000 |                    |        |
| Renewal Fee     | U.S. \$500   |                    |        |
|                 | <b>Total</b> |                    |        |

## **I-CAR Industry Training Alliance Contact Information**

I-CAR Tech Centre: Phone: 800.832.4990  
Fax: 920.749.0336  
N127 South Park Drive  
Appleton, WI 54914

I-CAR Training Support Center: Phone: 800.422.7872  
Fax: 847.590.1215  
5125 Trillium Blvd.  
Hoffman Estates, IL 60192

Class Schedule Submission: AllianceSchedules@i-car.com

Student Data Transfers: eqdata@i-car.com

I-CAR Marketing: AllianceMarketing@i-car.com  
800.422.7872, Ext. 210