



AMS, INC.
Administrative Management
Systems, Inc.

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**STANDARD CANDIDATE AGREEMENT FOR AMS CERTIFICATION UNDER THE
ARCHITECTURAL GLASS AND METAL TECHNICIAN CERTIFICATION PROGRAM (AGMT)
(PD-20 11-08-2018)**

This Candidate Agreement ("Agreement"), made this _____ day of _____, 20__, by and between Administrative Management Systems, Inc. (AMS), a New York corporation, hereinafter called "LICENSOR", and (candidate full name)

_____ with an address of _____, (hereinafter called "CANDIDATE"), hereby provides as follows:

WITNESSETH:

1. WHEREAS, Licensor is the certification body for the certification program noted below and as designated in the attached addendum(s) and hereinafter referred to as the Certification Program, which will provide for the validation of certification of such individuals by means of evaluation to the requirements of applicable Specification(s) and applicable Standards; and under the further terms and conditions of the Certification Program set forth in this Agreement and the Program's Candidate Handbook,
2. WHEREAS, the term "Certification Program(s)" or "Program as used herein refers to the Certification Program as designated and described in the Addendum(s) which are attachment(s) to this Standard License Agreement and hereby made a part thereof; and
3. WHEREAS, the responsibilities of the Licensor are limited to the tasks set forth in this Candidate Agreement and any requirements as may be necessary to maintain accreditation to applicable standards; Licensor does not endorse, warrant, or guarantee an individual or their performance validated or certified under the Certification Program; and
4. WHEREAS, Licensor is willing to accept participation in said Certification Program by all Candidates under the terms set forth herein; and
5. WHEREAS, Program Sponsor, as referenced in the Addendum, is the uncontestable sole owner of the designated Program certification mark, label or certificate, referred hereafter as "mark" or "mark/label"; the aforesaid mark, and/or other mark(s)/label(s) cross-licensed to Program Sponsor are hereby licensed by Program Sponsor to Licensor, which has entered into a valid service agreement with Program Sponsor for authorization of use of the mark, and which mark(s) is/are hereby licensed by Licensor and Program Sponsor to Candidate and said label(s)/mark(s) shall be permitted to be affixed and/or associated with the individual complying with the pertinent requirements of the Certification Program; and
6. WHEREAS, the Candidate Handbook and Program guidelines shall be adhered to by the Licensor and the Candidate; and
7. WHEREAS, the Licensor shall conduct all aspects of the Certification Program in accordance with standards and accreditation requirements that may be identified by the Certification Program, this

Agreement, the Candidate Handbook and program guidelines and procedures; and

8. WHEREAS, Candidate is willing to participate in and support said Program under the terms and conditions set forth in this Agreement.

Therefore, be it RESOLVED, that it is agreed by and between the parties hereto as follows:

CANDIDATE:

- A.1) Shall sign this Agreement by providing their signature.
- A.2) Shall allow the Licensor's representatives, and observers from accreditation bodies or Program Sponsor without prior notice, to witness their performance during assessment for the purposes of determining conformance to program requirements. Candidate's refusal to permit access for this purpose hereunder is cause for termination of Certification and the withdrawal of their rights to use Certification Marks/Labels. Licensor will e Candidate of compliance or non-compliance.
- A.3) Shall reference the Certification Mark assigned by the Licensor:
 - a) Only in the manner in which described in the Candidate Handbook, which has been so approved by the Licensor.
- A.4) Shall not sell, transfer or otherwise dispose of Certification Mark in any manner other than as described in the Candidate Handbook.
- A.5) Shall not use hereafter the Certification Mark if certification has been withdrawn, suspended, or terminated.
- A.6) Shall upon a finding by the Licensor that a Candidate has failed to meet program requirements, follow procedures as defined in the Candidate Handbook and other Program guidelines. Failure of Candidate to act as required above shall constitute due cause for exclusion from the Program.
- A.7) May withdraw from the Program by written declaration and request for removal from the Licensor's listing, signed by the Candidate.
- A.8) Shall use all practical means at their command continuously to assure that competence hereunder certified fully comply with the Program requirements and are otherwise carried out in the same manner as what was witnessed during examination, and when otherwise requested by the Licensor.

A.9) Shall refrain from using terms implying or claiming certification, validation, accreditation, or the like in connection with advertising competencies which have not been certified, or from which validation of certification claim has been suspended, withdrawn, or terminated.

A.10) In connection with the advertising of certified individual which the Licensor has approved and granted a certification mark/label, the Candidate may appropriately reference, the designated party/parties mentioned in attached addendum. Candidate certifies that their competencies are the same as that which has been witnessed during examination.

A.11) Shall abide by the decision of the Licensor as to the conformance or non-conformance of Candidate's conformance with the requirements of the Certification Program. It is understood that the Licensor shall be the sole judge of conformance or non-conformance with the Specifications applicable to the Certification Program, and for purposes of Licensor's validation of Candidate's certification under this Certification Program.

A.12) Agrees that the status of their Certification shall be carried in the Certified Directory.

A.13) Shall pay the associated fees shown in the Schedule of Fees, current version, upon signing of this Agreement and at each regular renewal thereof. It is understood, that this Schedule of Fees may be changed from time to time by the Licensor.

A.14) Shall only use the certification mark in accordance with the current requirements of the Certification Program, which may be changed from time to time.

A.15) Shall provide Licensor with information necessary to properly identify Candidate for listing in the Certified Directory.

A.16) The Candidate shall not reference their certification in a manner as to bring the Licensor or Program Sponsor into disrepute and shall not make statements regarding their certification that may be considered misleading or unauthorized. If certification documents are provided to others, the documents shall be reproduced in their entirety.

A.17) Shall abide by and comply with all procedural details which the Licensor may prescribe for the implementation of the Certification Program, provided that such procedural details are not inconsistent with the provisions and purposes of this License Agreement.

A.18) Shall have the right to apply for consideration for appointment to applicable Program committees.

A.19) Shall notify Licensor without delay, of any changes that may affect their ability to conform with the Certification Program requirements.

A.20) Shall in making reference to certification in communication media such as documents, brochures, or advertising, including websites, comply with Certification Program requirements.

LICENSOR:

B.1) Shall verify and provide information, upon request, as to whether an individual holds a current, valid certification, except where the law requires such information not to be disclosed.

B.2) Shall hold all information obtained while doing business with Candidate (including documents and files in various media formats) relating to Candidate, in strict confidence, except for communication necessary to affect any Program approvals or accreditation, and as required by law.

B.3) Shall not list in or remove from the Certified Directory any certification or Candidate except on due notification in writing from the Candidate or because Candidate fails to pay applicable fees as provided in the most current Schedule of Fees.

B.4) Shall administrate the Certification Program to provide and authorize all Candidate assessments or other duties and functions herein provided for including granting maintaining, extending, suspending or withdrawing certification.

IT IS FURTHER AGREED THAT:

C.1) Program guidelines shall describe applicability of certification to the Candidate.

C.2) A procedure exists for handling appeals and complaints and may include complaints of non-conformance which provides for evidence to be provide in a specified manner as mentioned in Program guidelines.

C.3) This Agreement shall become effective on the date of signing and shall extend for a period of 12 months and shall be renewed automatically for successive periods of 12 months each, and remain in effect unless Licensor, or Candidate, at least sixty (60) days prior to the date of expiration, gives notice in writing that cancellation or termination is requested (which shall be deemed agreed and effective at the conclusion of said notice period) and unless revoked and terminated by Licensor for causes set forth in this Agreement and in accordance with procedures set forth in the Agreement and the Certification Program Candidate Handbook.

C.4) If this Agreement is terminated, then upon the effective date of such termination, Candidate shall make no further reference to, or use of, Licensor's certification or Program Sponsor's Certification Program or registered Certification Mark/Labels as used earlier in the Certification Program.

C.5) Licensor, in the event it shall be necessary to exclude Candidate from participation in the Certification Program in accordance with the provisions hereof and Program guidelines, may do so by giving Candidate due notice of Licensor's termination of the Agreement.

C.6) The terms of this Agreement and any disputes arising from or about this Agreement, and any arbitration pursuant to this Agreement, shall be governed by the laws of the State in which the Licensor is incorporated. The parties agree that all disputes relating to the interpretation of, or otherwise about or arising from the terms of this Agreement not settled amicably between them will be submitted (following a mandatory 20 day period in which no claim shall be submitted to arbitration and during which the parties will seek a mutually agreeable resolution of any claim or dispute) exclusively and solely to binding contract arbitration, unless each party consents to mediation or some other form of dispute resolution. In the event of contract arbitration, the arbitration will be conducted by a neutral third-party arbitrator accepted by each party. In the event that the parties do not agree to the appointment of any arbitrator, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved under the most-current Commercial Arbitration Rules of the American Arbitration Association. The place of the arbitration shall be at a mutually agreeable location. In any arbitration proceeding, reasonable discovery of evidence shall be allowed, and strict conformity to legal rules of evidence shall not be necessary, and the parties may offer evidence as is relevant and material to the dispute, which shall be considered in the arbitrator's reasonable discretion. The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute. If any party submits an arbitration claim to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs it may incur in connection with the arbitration proceeding. A final award by the arbitrator shall be enforceable in any court of competent jurisdiction.

C.7) In the event any part or parts of this Agreement are found to be void by a court with jurisdiction, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted.

C.8) The use of any Mark/Label governed by this Agreement in connection with any unqualified individual other than that registered will not be permitted. If the use of any Mark/Label in contravention of this Agreement is discovered, or if Candidate fails to pay any fees when due the Licensor and Program Sponsor will have the following rights: a) Terminate this Agreement and Revocation of the license granted under this Agreement; b) Imposition of an award in favor of Licensor or Program Sponsor of liquidated damages of five thousand dollars (\$5,000); and/or c) the right to seek injunctive relief, and

bringing a legal action preventing the Candidate from having the applicable Mark/Labels printed, or used in any manner by Candidate, and recovering damages including without limitation damages for infringement with the entire cost of such legal action to be borne by the Candidate.

C.9) In the event Licensor promptly notified all those to whom it has sent the then most recent issue of the Certified Directory or supplement thereto, regarding any incorrect listing or reference to Candidate published in any Certified Directory, supplement thereto, or elsewhere, Candidate agrees not to hold Licensor or Program Sponsor liable in any way for any damage caused by such incorrect listing or reference, unless such damage was the result of an intentional tort, willful act or gross negligence by Licensor or Program Sponsor.

C.10) Candidate shall indemnify and hold Licensor and Program Sponsor harmless as to any expense whatsoever for, or incurred in connection with, any claims, losses, or defense of claims or losses, which may be asserted by a third party against Licensor and Program Sponsor by reason of this Agreement and services performed hereunder,

C.11) No party shall make use of the others' trademarks, trade names or name in any manner without the prior written approval of the other provided each party hereby authorizes the other, during the term of this

Agreement, to state that the Candidate is a participant in this Certification Program.

THIS LICENSE AGREEMENT may not be transferred, assigned, or otherwise disposed of to any other company, individual, or successor company without the express prior written consent of the Candidate and Licensor, and Program Sponsor.

By mutual agreement of Candidate and Licensor THIS AGREEMENT supersedes and replaces any and all predecessor Standard License Agreement, in the form executed between the parties, if Licensor and Candidate have executed any such predecessor Standard License Agreement. If such a predecessor agreement was executed, that predecessor agreement is hereby cancelled, by mutual agreement, effective as of execution of THIS AGREEMENT (which is a successor standard agreement to the earlier Standard License Agreement), with the 60-day notice of cancellation period for the predecessor agreement hereby waived by Candidate.

CANDIDATE: Name: _____

Street Address _____

City, State and Zip _____

Telephone Number _____ E-Mail Address: _____

Signed _____ Date _____

LICENSOR: Administrative Management Systems, Inc. (AMS)

By _____ Title _____

Date _____

AMS
P.O. 730 205 West Main St.
Sackets Harbor, NY 13685
Phone: (315) 646-2234
staff@agmtprogram.com

***A COPY SIGNED BY LICENSOR WILL BE RETURNED TO CANDIDATE.**

AGMT Candidate Agreement Addendum

Where referenced in Agreement “Certification Program” refers to the below certification Programs:

- Architectural Glass and Metal Technician (AGMT) Certification Program

The following responsibilities for the AGMT Certification Program are:

- Program Sponsor: Architectural Glass and Metal Certification Council (AGMCC)
- Program Administrator and Certification Body: Administrative Management Systems, Inc.

Relevant and Applicable Documents:

- AGMT Certified Directory
- AGMT Candidate Handbook (and referenced requirements within)
- AGMCC Bylaws