



RIDER EDUCATION RECOGNITION PROGRAM AGREEMENT (RERP) – Military

This Agreement is entered into between the Motorcycle Safety Foundation (“MSF”) and the Sponsoring military organization (“Sponsor”). This Agreement becomes effective on the date when executed by MSF and expires on 12/31/2019 unless renewed upon mutual written consent of the parties, specifying the renewal terms.

I. The Sponsor agrees to:

- A. Teach current MSF *RiderCourses* according to MSF standards, at each of its training sites, under the following conditions:
 1. The Motorcycle Safety Foundation’s Basic *RiderCourse*SM is used as the primary curriculum. Sponsor is not prohibited from offering non-MSF curricula, as long as such curricula is not promoted as being an MSF program or promoted as being taught by MSF-certified RiderCoaches.
 2. Only active MSF-certified RiderCoaches teach the curricula.
 3. For sponsors who maintain a training motorcycle fleet, provide a training motorcycle for use by each student who has not brought his or her own motorcycle (each student must use a separate motorcycle). Sponsor-provided training motorcycles must meet MSF criteria as published in the current MSF RiderCoach Guide.
 4. Motorcycles are properly maintained in safe operating condition for the safety of the participants.
 5. The range training facility is free from pedestrian, animal or vehicle traffic. The pavement is suitable for riding maneuvers such as sharp turns, braking and safe vehicle travel. The surface provides good traction. There are no obstacles that present an unsafe environment. Ranges must be correctly laid out to meet curriculum and safety standards.
 6. Take reasonable precautions to ensure the safety of each student.
 7. Ensure all students and RiderCoaches wear protective gear when riding during the course, to include:
 - a) a helmet designed to meet DOT standards, and proper eye protection.
 - b) over-the-ankle footwear.
 - c) long-sleeved shirt or jacket.
 - d) long non-flare denim pants or material of equivalent or better durability.
 - e) full-fingered gloves, preferably leather.
 8. Ensure students, motorcycles, Sponsors and RiderCoaches are adequately insured.
 9. Distribute a personal copy of the BRC Rider Handbook to each BRC student for them to keep.
 10. Distribute MSF-issued *RiderCourse* completion cards, or approved state/MSF combined completion cards, or approved military/MSF combined completion cards only to students successfully completing the course and to return any unused MSF-issued cards upon cancellation of this Agreement.
 11. Notify the MSF of any proposed changes or additions to *RiderCourses* for review and approval prior to use.
- B. Comply with all applicable MSF, national, state and local statutes, laws, regulations and guidelines pertaining to the operation of a Site.
- C. Ensure it has authorization from the property owner for use of the land at each training location.
- D. Maintain accurate, current contact information with MSF and report statistics and other requested data for riders trained upon request and as allowed by law.
- E. Maintain, for the period of time prescribed by applicable law, local regulation, or for five years, whichever is longer, the following information for any training site offering MSF *RiderCourses*SM:
 1. (1) Contact information for each student completing or partially completing Sponsor’s class, including, but not limited to: full name mailing address, email, telephone; (2) whether the student passed, failed, left early, or was counseled out; and (3) test scores for Knowledge and Skills Evaluation.
 2. For each class: (1) date of class; (2) type of class; (3) number of students; (4) roster of students; and (5) names of RiderCoach(es).
 3. Incident reports and waiver/indemnification forms.

- F. Monitor courses regularly through a quality assurance program to ensure RiderCoaches are following established guidelines and standards for *RiderCourses*.
- G. Sponsor shall not transfer any part of Sponsor's rights and responsibilities under this Agreement without the written consent of MSF. Use of an MSF-approved range at a site may be shared with a third party entity, provided that entity also has an active RERP with the MSF.
- H. Pay all MSF invoices in compliance with applicable public or federal procurement guidelines.
- I. Prior to training, have each student sign the MSF waiver/indemnification form (available in RETSORG library) or Sponsor's equivalent, provided that MSF is given an opportunity to review and approve Sponsor's form prior to use.
- J. Assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement. All liabilities assumed in this clause shall remain in effect after the termination of this agreement.

II. MSF agrees to:

- A. Support the Sponsor by making the following products available at MSF's prevailing prices:
 - 1. MSF's recommended curriculum materials.
 - 2. MSF *RiderCourse* student Completion Cards.
 - 3. *RiderCourse* Insurance.
- B. Support the Sponsor by making the following services available at no cost:
 - 1. Maintaining certification of RiderCoaches who are trained to MSF standards.
 - 2. Technical, administrative, and promotional assistance to support high-quality training.
 - 3. Assistance with obtaining loan motorcycles.
 - 4. Providing a national toll-free number and website for student referrals.
 - 5. Website-based Online Resource Guide (www.retsorg.org).
 - 6. Professional Development Activities.
- C. Assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement. All liabilities assumed in this clause shall remain in effect after the termination of this agreement.

III. Use Of MSF PROPERTY

MSF will make available to Sponsor MSF curriculum materials, including RiderCoach Guides, Range Cards, Rider Handbooks, videotapes, and other printed and audio/visual training aids (collectively, "MSF PROPERTY").

- A. Sponsor shall not use or promote MSF PROPERTY in a manner which, in MSF's sole judgment and discretion, affects in a negative and detrimental manner MSF's business or goodwill, or tends to deceive or mislead the public, or which creates a likelihood of confusing the public. Sponsor shall discontinue any use or promotion that MSF finds to be negative or injurious to MSF.
- B. For the term of this Agreement, and thereafter, Sponsor agrees not to use names, trademarks, or images identical with, or substantially or confusingly similar to MSF PROPERTY.
- C. Sponsor shall not modify MSF PROPERTY in any manner without prior written permission of MSF. This prohibition includes any modification to the content or sequence of any exercise, or substantial deviation (as determined solely by MSF) from the recommended duration of any exercise. In some circumstances, MSF may authorize Sponsor to test a proposed modification to the MSF PROPERTY for a limited time as part of an MSF Research Laboratory (RESLAB) initiative.
- D. MSF may modify MSF PROPERTY at any time. MSF will give Sponsor reasonable time to incorporate revisions or replacements to the curriculum, training aids, or range, and to have RiderCoaches attend applicable update sessions.
- E. In the event that MSF supersedes or ceases to recommend any MSF PROPERTY in possession of Sponsor, Sponsor agrees to cease all use of such MSF PROPERTY. Sponsor may return up to a sixty (60) day supply of Rider Handbooks in its possession (based on prior 12-month training volume) to MSF, and MSF agrees to repurchase such Rider Handbooks at MSF's prevailing prices.
- F. Upon termination of this Agreement, or upon non-renewal or non-replacement of this Agreement, Sponsor agrees to cease all use of MSF PROPERTY. Sponsor may return up to a sixty (60) day supply of Rider Handbooks in its possession (based on prior 12-month training volume) to MSF, and MSF agrees to repurchase such Rider Handbooks at MSF's prevailing prices.

