2024 LICENSE AGREEMENT FOR HBA NAHB EDUCATION COURSES

This Agreement, made and entered into on the Formation Date (pursuant to Section 19 of this Agreement) by and between the National Association of Home Builders of the United States, a Nevada non-profit corporation, with its principal office located at 1201 15th Street, N.W., Washington, D.C., 20005 (hereinafter referred to as "NAHB") and

	_HBA # () with its principal office
located at		
(hereinafter referred to as the "Licensee").		

Whereas, NAHB offers various education courses, assessments and exams; and

Whereas, Licensee desires to offer NAHB education courses, assessments, and/or exams in a live, in-person setting and/or virtually online; and

Whereas, Licensee is either an NAHB-affiliated state home builders association or an NAHB-affiliated local home builders association.

Now, therefore, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

- 1. NON-EXCLUSIVE LICENSE. This Agreement grants Licensee a non-exclusive, nontransferable license to offer the courses, assessments and exams listed on the attached Exhibit A, which is hereby made a part of this Agreement (collectively referred to hereafter as the "Courses"), either (a) in a live, in-person setting exclusively within its NAHB charter boundaries, (b) virtually online, or (c) in a hybrid format with attendees in person and online, subject to the terms and conditions herein set forth, for the term of this Agreement. The Courses listed on Exhibit A are those offered by NAHB when this Agreement is entered into. NAHB reserves the right to change the list of Courses it offers at any time, without notice. NAHB also reserves the right to make other changes to Exhibit A at any time; provided, however, in the event of any changes made to Exhibit A during the Term of this Agreement (other than Courses offered), NAHB shall so notify Licensee. This Agreement does not in any way prohibit or limit the right of NAHB to offer the Courses via webcast or online through a Learning Management System and/or at national, international and/or regional events, including, without limitation, the NAHB International Builders' Show and regional trade shows, and regardless of whether such shows are held in a live, in-person setting, virtually online, or in a hybrid format.
- 2. <u>ADMINISTRATION</u>. The Courses are administered by NAHB. The administrative procedures for the Courses are detailed in the document titled: *NAHB's Administrative Procedures for Education Licensees* (the "Procedures"), which is attached hereto as Exhibit B, and is hereby made a part of this Agreement. NAHB reserves the right to make changes to the Procedures at any time. In the event that NAHB makes changes to the Procedures during the Term of this Agreement, NAHB shall so notify Licensee.
- 3. <u>OWNERSHIP AND USE</u>. Licensee acknowledges that NAHB is the lawful owner of the Courses and all related materials or has the lawful right to use the Course materials in all media and to license others to offer the Courses and use the Course materials. Licensee may not take any action that is inconsistent with NAHB's ownership and/or

other rights, including, without limitation, any action to sell, transfer, publish, disclose, display, duplicate, teach or otherwise make available the Courses or any related materials or any portion of either the Course or Course-related materials to others, except as provided herein. Licensee agrees to secure and protect all Courses and Course-related materials in a manner consistent with the maintenance of NAHB's rights and to cooperate fully with NAHB in the securing and protection of its ownership and/or other rights.

- 4. NAMES AND LOGOS. Licensee is hereby granted a limited, non-exclusive, nontransferable license to use the NAHB Education Sponsor Logo and the professional designation names and acronyms, listed in Exhibit A, in accordance with the official NAHB Brand Identity Guidelines, located at http://www.nahb.org/brandguide, which is subject to change, solely in connection with Licensee's efforts to promote the Courses as described in the Procedures. Upon expiration or earlier termination of this Agreement, all rights of Licensee to use the NAHB Education sponsor logo, and the professional designation names and acronyms shall terminate, and Licensee shall immediately discontinue such use. Neither the NAHB name nor NAHB Education Sponsor Logo, nor any of the other items listed on Exhibit A, may be used in any manner or position to denote or imply any endorsement, certification, sponsorship or other relationship by or with NAHB of an entity's or individual's product(s) and/or service(s), and Licensee may not provide or convey use of the NAHB Sponsor Logo to any other party or any of the other names, marks and/or logos listed on Exhibit A to any other party for any purpose whatsoever.
- 5. MARKETING MATERIALS. Licensee is hereby granted use of various marketing material on a complimentary basis in connection with the Courses (the "Marketing Material"), for use by Licensee in the marketing and promotion exclusively within its NAHB charter boundaries of the Courses it offers pursuant to this Agreement. Use of the Marketing Material is granted to Licensee during the Term of this Agreement solely for Licensee's development of promotional materials in connection with the Courses, and no other use is permitted. Licensee is responsible for the primary marketing and promotion of the Courses it offers.
- 6. <u>LICENSE FEE</u>. The license is granted to Licensee on a complimentary basis.
- 7. LICENSEE RESPONSIBILITIES. Licensee agrees to do the following:
 - a. Adhere to the Procedures (Exhibit B).
 - b. Select the Course(s) to be offered from those listed on Exhibit A and coordinate with NAHB the ones to be offered by Licensee. For Courses offered in a live, inperson setting and in a hybrid format, choose the meeting site and schedule each Course for the classroom hours listed on Exhibit A. For Courses offered virtually online and in a hybrid format, select an appropriate virtual online platform such as Zoom or any platform approved by NAHB, and schedule each Course for the classroom hours listed on Exhibit A. Each Course must be offered in its entirety. Licensee further agrees that it will conduct the Courses in an appropriate facility or on an appropriate virtual platform and in a professional manner.
 - c. Utilize only instructors who are approved by NAHB. Licensee understands that only instructors who maintain their good standing with NAHB will be approved by NAHB. Further, Licensee agrees to enter into a written agreement with each instructor for each Course it offers, which agreement must include the following

statement: "Instructor agrees to perform its duties under this Agreement in compliance with NAHB Instructor Guidelines, which can be found at www.nahb.org/instructorguidelines."

Licensee agrees that it will be completely responsible for all costs and fees associated with all instructor(s). Licensee understands that NAHB has no responsibility for the accuracy of any instructor-provided supplemental materials. Licensee understands that any disputes with instructor(s) must be handled by Licensee and that NAHB will not be involved in such disputes.

- d. Be knowledgeable of and comply with all federal, state and local laws and regulations that are applicable to its activities in connection with the Course(s) including, but not limited to, the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA"), including, without limitation, providing accessible facilities and websites and auxiliary aids as required by the ADA, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act and the Federal Communications Commission rules.
- 8. <u>NAHB RESPONSIBILITIES</u>. NAHB's responsibilities in connection with its administration of the Courses are set forth in the Procedures (Exhibit B).
- 9. <u>TERM.</u> The term of this Agreement shall commence on January 1, 2024, unless the Formation Date is after January 1, 2024, in which case, the term shall commence on the Formation Date, and, unless terminated earlier as described in Section 10, shall expire on December 31, 2024 (herein the "Term").
- 10. <u>TERMINATION.</u> This Agreement may be terminated prior to the end of the Term set forth in Section 9 as follows:
 - a. For Cause Either party may terminate this Agreement immediately for cause, in the event of the other party's material breach of this Agreement, upon written notice to the other party. If Licensee does not adhere to the Procedures, in NAHB's sole determination, that shall constitute a material breach of this Agreement.
 - b. Without Cause Either party may terminate this Agreement without cause upon ten (10) days' prior written notice to the other party.
 - c. NAHB Affiliation In the event that Licensee ceases to be an NAHB-affiliated state or local home builders' association, this Agreement shall automatically terminate, effective on the date of disaffiliation.

In the event of termination, Licensee shall immediately cease promoting and/or offering any of the Course(s) and shall promptly pay NAHB all amounts owed through the termination date. In the event of expiration or earlier termination of this Agreement, all covenants and obligations of the parties shall survive such expiration or earlier termination.

- 11. EXHIBIT C. The attached Exhibit C (HCCP Exam Retake Procedures) is hereby made part of this Agreement.
- 12. <u>INDEMNIFICATION</u>. Licensee shall indemnify, defend, and hold harmless NAHB and its officers, directors, members, agents, and employees from and against any and all demands, claims, damages to persons or property, and losses and liabilities, including reasonable attorney's fees, arising out of or caused by any of Licensee's activities conducted pursuant to this Agreement including, without limitation, the activities of any

instructors and/or supplemental speakers retained by Licensee. Licensee shall carry and keep in full force and effect during the Term of this Agreement, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate, and other insurance in such dollar amount as is necessary to protect Licensee and to indemnify NAHB as provided herein. Upon request, Licensee will provide NAHB with written proof of such insurance satisfactory to NAHB naming NAHB as an additional insured.

- 13. <u>RELATIONSHIP OF THE PARTIES</u>. The parties agree that this Agreement is not intended to create an agency, partnership or joint venture relationship between the parties, and each party agrees not to contract any obligation in the name of the other.
- 14. <u>NOTICES</u>. Any notice required or permitted by the terms of this Agreement shall be made in writing. In order to be deemed given, notice must be delivered through one of the following methods:
 - a) Certified Mail, return receipt requested; or
 - b) National Overnight Delivery Service, with a signature signifying receipt.

The effective date of notice shall be the date the notice is sent.

- 15. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the District of Columbia (excluding the District of Columbia's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of the District of Columbia, which shall be the exclusive venue for any disputes relating to this Agreement.
- 16. <u>ASSIGNMENT</u>. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 17. <u>INTERPRETATION</u>. The rule of construction to the effect that any ambiguities are to be resolved against the drafter of a document shall not be employed in any interpretation of this Agreement. This Agreement and all of its terms shall be construed equally as to all persons or entities.
- 18. <u>NO WAIVER</u>. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- 19. <u>ENTIRE AGREEMENT</u>. This Agreement, including all attachments, constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement (except for any changes to Exhibits A, B or C which are addressed in Sections 1 and 2 of this Agreement, respectively) will be made in writing and must be entered into by both parties.
- 20. <u>WARRANTY OF AUTHORITY</u>. The person who accepts the terms of this Agreement on behalf of Licensee, below, by clicking the "I ACCEPT" button, represents and warrants that he or she is authorized to enter into contracts that are binding on Licensee.
- 21. <u>FORMATION OF AGREEMENT</u>. By clicking the below "I ACCEPT THE TERMS OF THIS AGREEMENT" button, the NAHB-affiliated state or local Home Builders Association listed in the first paragraph of this Agreement agrees to the terms and

conditions of this Agreement and to be bound by this Agreement, which then becomes a binding and enforceable contract with NAHB.

Name and	title of individual	accepting the te	erms of this Agre	ement on behal	f of
Licensee:					

Exhibit A

National Association of Home Builders 2024 Education Course Information and Fees for HBA Licensees

Class hours/CE	Course Name	Course Family	Open or Closed Book/ *Test Location/Test Version
8 Hours/6 CE	Advanced High Performance Building: Best Practices for Climate Zones	Green Building	No Test
4 Hours/3 CE	Business Accounting: A Road Map to Profitability	CGA/CGB/CGR/GMB	No Test
8 Hours/6 CE	Using Contracts & Law to Protect Your Assets (Formerly – Construction Contracts and Law)	CGA/CGB/CGR/GMB	No Test
8 Hours/6 CE	Design Concepts and Methods for Livable Homes and Aging In Place (CAPS II)	CAPS	Closed/Test Separate/A
8 Hours/6 CE	Details and Solutions for Livable Homes and Aging In Place (CAPS III)	CAPS	Closed/Test Separate/A
8 Hours/6 CE	Expanding & Diversifying Business Opportunities (Formerly - Diversification: Capitalizing on New Business Opportunities)	CGA/CGB/CGR/GMB	No Test
4 Hours/3 CE	Estimating: The First Line of Defense for Profits	CGA/CGB/CGR/GMB	No Test
8 Hours/6 CE	Financial Management	CGA/CGB/CGR/GMB	No Test
2.5 Hours	Housing Credit Certified Professional Exam (HCCP)	HCCP	Closed/Test only/See test booklet
2.5 Hours	Housing Credit Certified Professional Exam (HCCP) Retake	HCCP	Closed/Test only/See test booklet
4 Hours/3 CE	How to Craft a Winning Digital Marketing Strategy	Sales & Marketing	No Test
4 Hours/3 CE	Job Costing: The Road Map Continues	CGA/CGB/CGR/GMB	No Test
4 Hours/3 CE	Land Development: Getting Started, Business Management & Financing	CGA/CGB/CGR/CMB	No Test
8 Hours/6 CE	Marketing and Communicating with the Aging In Place Client (CAPS I)	CAPS	Closed/Test separate/A
8 Hours/6 CE	Project Management	CGA/CGB/CGR/GMB	No Test
8 Hours/6 CE	Risk Management and Insurance for Building Professionals	CGA/CGB/CGR/GMB	No Test
4 Hours/3 CE	Site Planning, Approvals & Construction	CGA/CGB/CGR/GMB	No Test
8 Hours/6 CE	The New Home Sales Professional	Sales & Marketing	No Test
4 Hours/3 CE	The Project Schedule as a Planning and Communication Tool	CGA/CGB/CGR/CMB	No Test

8 Hours/6 CE	Train the Trainer	General	No Test/A/Enter Answer A on registration sheet for credit
4 Hours/3 CE	Website Best Practices for Maximum Lead Generation	Sales & Marketing	No Test
8 Hours/6 CE	Understanding Today's New Home Buyer	Sales & Marketing	No Test
8 Hours/ 6 CE	Universal Design Essentials	CAPS	No Test

2024 NAHB Education Student and Materials* Fees				
1/2 DAY COURSES	Materials Fees		Total Student + Materials Fee	
	DocStore Materials	Additional Materials	(not including sales tax)	
Business Accounting	TBD	TBD	TBD	
Estimating	TBD	TBD	TBD	
Land Development: Getting Started, Business Management & Financing	\$9.59	\$.31 Test	\$59.90	
Scheduling	TBD	TBD	TBD	
Site Planning, Approvals & Construction	\$9.16	\$.28 Test	\$59.44	
Average Student Material Fee (including Additional Materials)	\$TBD			

1 DAY COURSES	Materials Fees		Total Student + Materials Fee	
	DocStore Materials	Additional Materials	(not including sales tax)	
Advanced High Performance Building: Best Practices for Climate Zones (AHPBBPCZ)	\$8.69	\$.31 Test	\$84	
Advanced High Performance Building: Project Management (AHPBPM)	\$8.84	\$.32 Test	\$84.10	
Construction Contracts and Law	\$9.26	\$.38 Test	\$84.64	
Design Concepts for Livable Homes and Aging In Place (CAPS II)	\$10.82	\$.38 Test	\$86.20	
Details and Solutions for Livable Homes and Aging In Place (CAPS III)	\$7.94	\$.50 Test	\$83.44	
Diversification: Capitalizing on New Business Opportunities	\$7.97	\$.38 Test	\$81.08	

Financial Management	\$9.68	\$.32 Test	\$85
Marketing and Communicating with the Aging In Place Client (CAPS I)	\$9.62	\$5 for Learning Aids+ \$.44 Test	\$90.06
Marketing and Sales for Building Professionals	\$6.56	\$.32 Test	\$81.88
Project Management	\$8.00	\$.26 Test	\$83.26
Risk Management and Insurance for Building Professionals	\$11.12		\$86.12
The New Home Sales Professional (TNHSP)	\$7.69	\$.31	\$83
Train the Trainer	\$5.90	\$.56 Resources	\$81.46
Understanding Today's New Home Buyer (UTNHB)	\$6.82	\$.31	\$82.13
Universal Design Essentials	\$13.73	\$.32 Test	\$89.05
Average Student Material Fee (including Additional Materials)	\$TBD		

^{*}Materials refers to the items ordered from DocStore. Fees and courses subject to change with course edits and updates. Cost of registration packages and evaluation forms are included in the student fee. +Learning Aids are an additional fee and ordered through the NAHB distributor

Additional/Replacement Materials

\$60	Replacement Instructor Manual
\$15	Student Guide- for orders placed by NAHB
\$5	CAPS I Learning Aids (required for each person for each CAPS I class)
\$10	Certificate Reprint Fee

NAHB Logo to Use in Promoting Education:

NAHB Education Sponsorship Logo





Use this logo when promoting courses or designations.

Find the logo <u>here</u>.

Designation Names and Acronyms

Certified Aging-in-Place Specialist (CAPS)
Housing Credit Certified Professional (HCCP)

Exhibit B NAHB's Administrative Procedures for HBA Licensees

1. LICENSEE RESPONSIBILITIES.

- a. Designate a Licensee staff person(s) or individual who is not a student or the instructor to administer the program at the local level (including scheduling, shipping, ordering, billing and local Course administration). Local Course administration is defined as signing in participants at the beginning of the Course and distributing Course materials, distributing access links for virtual offerings, making sure all registered participants are registered properly/present for virtual offerings, coordinating refreshments, ensuring the proper testing procedures are followed, collecting all materials at the end of the Course, and forwarding results. Instructors are not permitted to collect evaluation forms or give test answers while any student still has the test answer sheet or evaluation form.
- b. For in person classes, notify NAHB by completing the Course scheduling form at www.nahb.org/schedulenahbedu of Licensee's Course selection(s) and schedule at least thirty (30) days ahead of the Course date(s) to ensure inclusion on the NAHB online course schedule and other printed promotions.
- c. For virtual classes, notify NAHB by completing the Course scheduling form at www.nahb.org/schedulenahbedu of Licensee's Course selection(s) and schedule at least thirty (30) days ahead of the Course date(s) to ensure inclusion on the NAHB online course schedule and other printed promotions. You must.no... select the "Virtual Class" option under the drop down on the form. No virtual classes may be scheduled on dates during the week of the International Builders' Show. You may be asked to shift your dates or not receive requested dates due to scheduling capacity and staff resources on a given day. You must await notification from NAHB Education.
- d. Licensee agrees to notify NAHB of the approved Course instructor(s) no less than ten (10) business days prior to each Course date as requested on the scheduling form. To locate NAHB approved instructors, go to: www.nahb.org/InstructorDirectory. Licensee agrees to notify NAHB of any instructor who fails to comply with the NAHB Education Instructor Guidelines.
- e. Licensee agrees to avoid NAHB blackout dates, including the week before, of, and after IBS, November 27-29, December 24- January 1, as well as all Federal holidays.
- f. Licensee or approved instructor must have a Zoom license if offering virtual or hybrid classes. Licensee or approved instructor shall not record virtual or hybrid class sessions.
- g. Decide the fee to charge each participant.
- h. Provide accurate registration information for all participants, including name, company, address, phone number, email address, and student PIN number (if applicable.) See Exhibit D for registration form template.
- i. Market its Course offering(s), commencing at least ninety (90) days prior to the Course dates, through a variety of means such as flyers, brochures, web site, emails, newsletters, magazines, social networking and word of mouth. Licensee agrees to include in all promotional items that the Courses are a cooperative service of NAHB. Licensee agrees to inform registrants of designation graduation fees and maintenance

requirements. Licensee further agrees to send copies of all of its promotional items for the Courses to NAHB as requested.

Marketing Materials- Both static and customizable materials are made available to Licensee on a complimentary basis. Only the education sponsor logo on Exhibit A may be used by Licensee to promote Course offerings. Designation logos only may be used by designees. Shipping charges apply to static materials. Customizable materials for single and multi-course flyers, candidate brochures, candidate and consumer ads and postcards are provided on a complimentary basis. These materials are made available on a Demand Marketing web site which can be accessed through our Educating Members section. Access privileges must be granted to this site. Additional items such as banner ads, copy and graphics are also available in the Getting the Word Out section of the Educating Members section on the website. These privileges are for the Term of the License Agreement. All fees associated with these materials are the responsibility of the Licensee.

j. In order to proceed with a Course, there must be five (5) or more registered attendees as of ten (10) days prior to the scheduled date for the Course. If five (5) or more attendees are registered as of ten (10) days prior to such date, seven (7) to ten (10) days prior to the Course dates for in person classes, order relevant NAHB Course materials online at www.nahb.org/orderedumaterials which include: registration packages, Learning Aids, or HCCP materials. These may be ordered in bulk quarterly. Licensee will be invoiced for learning aids used. Provided Licensee's request is received by NAHB seven (7) or more days in advance of a Course date, Licensee shall not be responsible for the cost of shipping. The cost of shipping any materials for which Licensee's request is received by NAHB less than seven (7) days in advance of a Course date shall be Licensee's responsibility. Licensee understands that it is responsible to open said materials upon receipt to verify that the contents of the shipment are correct. If a mistake is identified, notify NAHB immediately. If Licensee fails to notify NAHB of a mistake at least four (4) business days prior to the Course, Licensee will be responsible for any rush shipping associated with the replacement materials.

At least forty-eight (48) hours prior to the Course dates for in person classes, order student guides tests and other relevant Course materials from the FedEx DocStore Catalog. Place these orders based on exact registration numbers since unused materials cannot be returned for a refund, Licensee is responsible for checking all these materials upon receipt to verify that the contents of the order are copied correctly. If a mistake is identified, notify the local FedEx office immediately to remedy the issue.

- k. Distribute registration access links and relevant information to registrants for virtual classes.
- One (1) business day prior to the Course dates for virtual or hybrid classes, email to NAHB Education the list of registrants. Follow up with any participants not properly registered to access the Course.
- m. Within fourteen (14) days of the end of the Term of the License Agreement, at the Licensee's expense, all <u>unused NAHB</u> materials including: registration packages and Learning Aids should be returned to NAHB. It is understood that student guides cannot be returned.

- n. Within five (5) days of completion of each in person class, return all required registration and tests (if applicable) to NAHB. NAHB will not evaluate or record attendance results if student registration information is not completed and attached. This may result in participants not getting credit for the Course(es) they attended. See Exhibit D for all required registration information..
- o. In the event Licensee cancels a Course, notify NAHB and the instructor(s) at least seven (7) days prior to its scheduled date for in person classes and three (3) business days prior for virtual classes. Have a cancellation policy in place to cover any expenses.

2. NAHB RESPONSIBILITIES.

- a. Upon commencement of the Term of the License Agreement, NAHB will email Licensee relevant forms and information welcoming them to the program for the year.
- b. After Licensee schedules a Course and NAHB receives Licensee's Course selection(s) and date(s), NAHB will do the following:
 - Add the Course(s) to the NAHB online course calendar unless the Course is marked 'private'.
 - Send Licensee an email that confirms Course scheduling details and Course ID.
 - Send an instructor guide to instructors teaching a Course for the first time. Lost instructor guides will need to be replaced at the instructor's expense.
- c. NAHB will ship all NAHB Course materials, including registration packages, and Learning Aids according to the number of sets of student materials requested by Licensee. Provided NAHB receives Licensee's request at least seven (7) days prior to the Course date, NAHB will ship materials via UPS ground the same day the request is received provided it is received prior to 1PM ET and NAHB will be responsible for the shipping cost. The cost of shipping any materials for which Licensee's request is received by NAHB less than seven (7) days in advance of a Course date shall be Licensee's responsibility. Licensee understands that it is responsible to open said materials upon receipt to verify that the contents of the shipment are correct. If a mistake is identified, notify NAHB immediately. If Licensee fails to notify NAHB of a mistake at least four (4) business days prior to the Course Licensee will be responsible for any rush shipping associated with the replacement materials.
- d. Approximately one (1) week prior to Licensee's approved virtual class dates, NAHB will provide registration access links with sample template and relevant documents for Licensee to distribute to their paid registrants.
- e. Within four to six (4-6) weeks of receipt of Licensee's completed Course registration list, evaluation forms, FedEx DocStore receipt(s) and test answer sheets- barring any delays due to Covid-19 state and local restrictions on staff, NAHB will:
 - Process all student materials
 - Where appropriate, provide Licensee with transcripts, mailing labels, Course rosters and any pertinent letters and inclusions for students
 - Provide Licensee with certificates of attendance for each Course participant
 - Invoice Licensee for all relevant shipping and other administrative fees
- f. Within two (2) weeks of Licensee's completed virtual class; NAHB will:
 - Cross reference Licensee's registration list, NAHB's education database, and learning management system and invoice for any registrant that used the Licensee's registration access link

- Notify Licensee of any registrant that has not completed all components and provide completion needs
- Invoice Licensee for any administrative fees

Exhibit C

HCCP (Housing Credit Certified Professional) Exam Retake Procedures

The HCCP exam is generally proctored by an <u>HCCP distributor</u>. However, students who fail the exam may want to retake it in person. Only HCCP distributors and Licensees are allowed to proctor an HCCP exam retake. If you are called on to proctor an HCCP exam retake in person, follow the procedures below:

- 1. Designate a person to administer the HCCP exam retake.
- 2. Schedule the HCCP exam retake for three (3) hours. The exam should be administered for two- and one-half hours (2 ½). Use the additional 30 minutes for completion of the required administrative paperwork.
- 3. Notify NAHB of the scheduled HCCP exam retake by use of the online scheduling form: www.nahb.org/schedulenahbedu at least 7 business days in advance; make sure you select HCCP Retake from the drop-down in the scheduling form. You can elect to make the test public or private.
- 4. The proctor must always be in the room with the candidates. Duties of the proctor include having each candidate sign in on the sign-in sheet, distributing the HCCP exam packet to candidates, reading the HCCP exam instructions, collecting the completed HCCP exams and other materials from the participants and mailing the HCCP exam materials back to NAHB.
- 5. When not in use, all HCCP exam-related documents need to be stored in a locked, secure location.
- 6. The retake registration fee to be charged by the Licensee is \$100. From each registration fee, \$50 is retained by the Licensee while the remainder, \$50 per registrant is paid to NAHB. NAHB will send Licensee an invoice for this amount.
- 7. All HCCP exam retake registrations and fees must be collected by the Licensee.
- 8. The number of HCCP student materials requested must be ordered by completing the online ordering form: www.nahb.org/orderedumaterials no less than seven (7) business days in advance of the scheduled HCCP date.
- 9. NAHB will ship the exact number of HCCP exam materials requested directly to the Licensee's designated representative. HCCP exam materials may not be reproduced.
- 10. HCCP exam materials will be shipped via Ground UPS. Any last-minute requests (less than 7 business days) for materials to be rush shipped will be done so at the Licensee's expense.
- 11. Within five (5) business days of completion of each HCCP exam retake, return to NAHB by FedEx or UPS, (or some other traceable method), at Licensee's expense, all HCCP exam packet materials, forms, and tests (used and unused) including the HCCP exam, the roster/sign-in sheet, scrap paper, evaluation sheets, and the registrants' answer sheets.
- 12. HCCP exam results will be sent via email directly to the student approximately four (4) to six (6) weeks after receipt by NAHB for processing. The Licensee will receive an invoice via email at that time.