

## **Instructor Licensing Agreement granted by The DAN Foundation Inc. and Divers Alert Network, Inc.**

---

The Instructor shall abide by the rules and regulations and follow the course outline set forth in the most recent edition of the DAN Core Instructor Manual and the Instructor Guide for each course the Instructor is certified to teach. Any information imparted to participants not contained in these Manuals shall be consistent with DAN's current published positions on the subject matter in question. Any questions in this regard should be addressed to DAN prior to dissemination.

- The Instructor's activities will at all times be conducted in a professional manner and shall promote the interests of DAN
- The Instructor agrees to abide by all points addressed in the Code of Ethics listed in the most recent edition of the DAN Core Instructor Manual
- All compressed gases, cylinders, and components used during the course shall be handled in strict compliance with the standards of DAN and local agencies or associations. At no time will the Instructor violate any known law or regulation while conducting DAN courses
- The Instructor shall keep and maintain any and all such records required by DAN or any diver-training association with which he or she is affiliated
- The appropriate DAN Student Handbook must be used to fulfill training requirements for each course
  - Each student must possess either a digital or print copy of the DAN Student Handbook for each course in which they participate
  - Where available, the Instructor will provide the required information for the student to access the eLearning platform
  - It shall be a violation of this agreement for the Instructor to obtain and/or use training and certification materials from sources other than DAN or its authorised agents to conduct the course
  - DAN training materials are copyrighted and as such, written authorisation is required for any reproduction including, but not limited to, translations
- The Instructor shall bear the sole responsibility for determining that each student has met all criteria for receiving a successful course completion card in accordance with current DAN standards. It shall be a breach of this agreement for the Instructor to attest successful completion for any student failing to meet the course prerequisites and stated performance requirements
- All successful course participants shall be promptly registered with the DAN Training Department using the DAN Member Portal



- During the period active status is maintained, the Instructor is hereby granted a limited, non-exclusive license from Divers Alert Network ("DAN") to use "Divers Alert Network" and "DAN" to identify, advertise, and promote the course as specified and for no other purpose, in accordance with established rules as outlined in the DAN Logo Usage Guidelines. The Instructor may not grant any sublicense(s) to any third party without the prior express written consent from DAN whose consent may be withheld for any reason
- DAN courses must be taught as outlined in the most recent edition of the DAN Core Instructor Manual and the course-specific Instructor Guide. Instructors desiring to increase the hours of training or include additional material may do so only before or following the course. It must be clearly stated that this material is not required to receive a DAN Provider training completion card
- Only Instructors maintaining active status are qualified to conduct the course. To maintain active status, DAN Instructors must
  - Comply with all DAN Instructor renewal requirements in a timely fashion
  - Teach at least one (1) DAN course every twenty-four (24) months
  - Teach at least one (1) DAN class for every course they are authorised to conduct every 48 months
  - Participate in DAN Instructor updates as may be required to maintain active status
  - Be a current DAN Member
  - Maintain current membership status with a national or international diver training association acceptable to DAN
  - Maintain familiarity with current CPR guidelines and first aid procedures
- The Instructor shall report all accidents and injuries as a result of DAN Instructor activities to DAN Headquarters by telephone, email or fax within twenty-four (24) hours of the occurrence and in writing within forty-eight (48) hours after such an occurrence
- The Instructor acknowledges that DAN does not provide liability insurance coverage for DAN Instructors. Insured SCUBA Instructors should consult their training association concerning liability coverage
- The Instructor hereby releases, forever discharges, and agrees to indemnify DAN, its Directors, Trustees, Officers, employees, members, agents, attorneys, insurers, successors, and assigns from any and all such claims, demands, damages, losses, liability, rights, actions, causes of action, expenses, and suits of any kind whatsoever, foreseen or unforeseen, for personal injury, wrongful death, or damage to property, resulting from the teaching of this course and/or the acts or omissions of the foregoing, including any and all negligent acts, whether active or passive
- The Instructor acknowledges that DAN or a DAN representative has the right to monitor adherence by the Instructor to the provisions herein and that failure to comply with any of the above terms and conditions may be grounds for immediate revocation of this license

Instructor Candidate Signature \_\_\_\_\_ Date \_\_\_\_\_

Instructor Trainer Signature \_\_\_\_\_ Date \_\_\_\_\_