Water Quality Association Modular Education Program (MEP)
Contract Mentor Program Agreement

This WQA Modular Education Program (MEP) Contract Mentor Program Agreement (“Agreement”) is made and entered into as of __________________________ between Water Quality Association (“WQA”) and ______________________________ (“Mentor”). WQA and Mentor may be individually referred to herein as “Party” or collectively as “Parties.”

1. **Purpose.** WQA seeks to connect POU/POE industry professionals (“Learners”) interested in earning eligibility for WQA professional certification exams by completing the MEP with mentors who can oversee the Learners’ training and review Learners’ hands-on activities.

2. **WQA’s Role in Connecting Mentors and Learners.**
   (a) WQA will solicit and approve POU/POE industry veterans to serve as paid mentors. WQA has the sole and absolute discretion to determine who is permitted to be, or continue to be, a mentor under the MEP Contract Mentor Program (“MEP-CMP”). Mentor understands and agrees that WQA has the sole and absolute discretion to remove a mentor from the MEP-CMP if WQA determines, for any reason or no reason at all, that the Mentor should no longer be part of the MEP-CMP.
   (b) Learners will be provided with a mentor list from which they can select a mentor. The relationship between Mentor and the Learner shall be governed by an agreement between Mentor and Learner directly. WQA shall have no role in creating, interpreting, ensuring compliance, and/or enforcing any agreement between Mentor and Learner.

3. **Mentor Code of Conduct.**

   Mentor agrees that it will adhere to the following code of conduct.
   (a) **Dedication to training excellence.** Mentor recognizes that the quality of the training process has a direct impact on the wellbeing of Learners’ customers and on the perception of the water quality improvement industry by regulators and consumers. Mentor shall promote and encourage professional conduct at all times, including adhering to and promoting the guidelines in the WQA Code of Ethics.
   (b) **Dedication to the learner.** Mentor recognizes that Learners invest time, effort, and finances into completing the MEP training and endeavors to respond to questions and review submitted activities within a 24 to 72-hour time frame. Mentor is also cognizant of the need to address Learners’ mistakes and misconceptions as promptly as possible, to avoid perpetuation and resulting rework throughout the training.

   Mentor will be responsible for managing his/her own learner workload while remaining sufficiently responsive to each Learner and maintaining regular progress checks.
   (c) **Intellectual Property and Privacy.** Mentor will agree with his/her Learners to keep all information on the Learners’ treatment technology, company business plans, and operations that Learners may disclose to Mentor during the mentor-learner relationship confidential.
Mentor will also agree with each of his/her Learners to keep all information related to the Learners’ performance confined within the records of the TREK Learning Management System.

(d) **Impartiality and Product Neutrality.** Mentor shall not take on Learners from a water treatment business in competition to his/her own or any other business he/she may be supporting with his/her professional activities.

Mentor shall not recommend water treatment products competitive to those the Learner represents, nor shall Mentor downgrade a competitor’s product.

(e) **Communication between Mentor and Learner.** Mentor will determine his/her own methods of communication with Learners in addition to the electronic contact available via the MEP, as needed. The contact may take the form of in-person meetings, telephonically, or through group Webinars. To fulfill the shadowing, ride-along, and supervised work requirements, Mentor may choose to accompany a Learner on field visits, or, invite a Learner on field visits to Mentor’s customers. When Mentor and a Learner are geographically remote to the extent that joint field visits are not feasible, Mentor shall review best practices with the learner prior to the Learner going into the field and use the documentation for field activities available in the MEP to judge the Learner’s performance.

(f) **WQA’s role.** Mentor understands and acknowledges that Mentor is solely responsible for his/her relationship with Learners, including payments relating to modules. WQA shall have no role in creating, interpreting, ensuring compliance, or enforcing any agreement, including any confidentiality and/or privacy agreement, between Mentor and a Learner.

4. **Fees and Payments between Mentor and Learner.**

(a) Payment of any fees by a Learner to Mentor, including any reimbursement of Mentor’s travel fees and expenses, will be established by Mentor and paid direct by the Learner to Mentor.

(b) WQA will not make available nor monitor mentor-fee schedules and will not be involved in the collection, processing or tracking of mentor fees, or in any payment disputes between Mentor and any Learner to whom Mentor provides services.

5. **Term and Termination.** The terms of this Agreement shall commence at the date of the last signature and continue for one (1) year. At the one-year anniversary (and each subsequent one-year anniversary thereafter), this Agreement will automatically renew for subsequent terms of one (1) year unless (a) WQA determines, in its sole and absolute discretion for any reason or no reason at all, to remove the Mentor from the MEP-CMP, and/or (b) Mentor terminates this Agreement with thirty (30) days’ notice.

6. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Illinois (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction).

(b) **Submission to Jurisdiction.** Each Party hereby submits to the jurisdiction of the United States
Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.

Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by telecopy, facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Entire Agreement. This Agreement embodies the entire understanding and agreement between the Parties and supersedes all prior understandings and agreements relating thereto.

Modification, Amendment and Waiver. This Agreement may not be changed or any part waived except in writing by the Parties. The failure to enforce any provision of this Agreement by either Party shall not constitute a waiver thereof or of any other provision.

Severability. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

<signature page follows>
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective authorized signatories as of the date first written above.

Water Quality Association

By: ________________________________
Name: ______________________________
Title: ______________________________

MENTOR: ______________________________

By: ________________________________
Name: ______________________________
Title: ______________________________