



Application for Review of Online Hunter Education Course

Course Title: _____

Applicant/Course Provider:

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone # _____ Email: _____

For review purposes, all submissions must be in BOTH printed and electronic format.

Application Checklist:

1___ Application Fee (\$5,000 per course) *an additional \$300 fee for each state, after the first, that uses your course will be billed at the time of certification or state approval of course*

Payment to be sent to: IHEA-USA, PO Box 1320, Lolo, MT, 59847

All other material to be sent to Northway Outdoor Consulting at

Jae@NorthwayOutdoors.com.

2___ Electronic PDF copy of all course materials - both timed and untimed.

3___ Present course in paragraph form, not outline form, with supplemental diagrams, graphics or photographs which have been created.

4___ List the title and producer of any videos used in the course.

5___ Any links to the IHEA-USA website shall be correct and included in appropriate locations throughout the course.

6___ Submit a completed copy of the IHEA-USA Hunter Education Standards Checklist.

7___ Complete the Goals and Objectives worksheet for the course and estimated time.

8___ Submit an Examination Integrity Plan in accordance with Assessment Standard 3 (see Recommended Topics for Discussion).



9__ Submit a copy of the course exam(s) and complete Test Question Reference Table/Exam Plan.

10__ What is the Reading Comprehension level of the course? _____

11__ Is there a Course certificate of completion? _____

12__ What are the hours of direct customer service to meet the needs of students?

13__ Please explain Course Provider's cybersecurity policy and procedures.

(Attach additional sheets as needed).

By submitting this application for course review, Course Provider represents and warrants to IHEA-USA that all course content is either (a) original material, including all text, pictures, drawings, and other intellectual content, such that Course Provider has or is eligible to copyright same in its name, or (b) material which is in the public domain and is not subject to copyright(s) held by others.

Online Hunter Education Application Guidelines:

Complete the Application for Review of Online Hunter Education Course.

Submit all supporting documents as outlined on the Application for Review of Online Hunter Education Course.

Provide logins:

One login with Timers

One login without Timers

Applicant/Course Provider Representations and Warranties:

By submitting Application for Review of Online Hunter Education Course, Course Provider represents and warrants that:

1. Applicant has the authority to sign this agreement on behalf of the Course Provider.
2. The above referenced online course title ("Online Course") works equally well on computers and mobile devices using responsive web design (RWD).



3. The online course conforms to the accepted industry security standards for protecting the student's personal information, including conforming to the Children's Online Privacy Protection Act, 16 CFR Part 312 (COPPA).
4. Course Provider is capable of "communicating" with state agencies to ensure student records and course data can be securely transferred from and imported to the State's records system using the most current industry standard storage and cyber security protocols in a user compatible file format type including, but not limited to, csv, xml, text, or PDF.
5. The Online Course is able to produce a unique identifying number for each student in a manner acceptable to the Course Provider's respective state agency.
6. A complete database of records for each student who takes this online course will be maintained by the Course Provider in perpetuity. These records will include every student that attempted, failed, and passed this course; including first name, last name, date of birth, address, city, state, zip, phone number, course date, course name, unique certification number, and email address.
7. Student information collected by the Course Provider will not be shared with any other entity without the express written permission of the Course Provider's respective state agency.
8. Each student shall be required to have a unique account and that each student be required to provide an email address and password to access the course. Passwords will be at least eight (8) characters in length.
9. The Course Provider shall securely maintain a secondary, off-site, backup storage system that is updated on at least a weekly basis.
10. Course Provider possesses sufficient expertise and experience in the provision of the Online Course referenced above and further warrants that the Online Course shall be of a high quality at least equal to comparable services provided by IHEA-USA and in conformity with all applicable laws, rules and regulations.
11. All Online Course content is either (a) original material, including all text, pictures, drawings, and other intellectual content, such that Course Provider has or is eligible to copyright same in its name, or (b) material which is in the public domain and is not subject to copyright(s) held by others.



Approval Terms

1. IHEA-USA has the sole authority to determine whether Applicant has the appropriate credentials to provide the Online Course referenced above.
2. IHEA-USA may conduct an audit of the Online Course referenced above to ensure Applicant/Course Provider is complying with the terms of this Agreement.
3. If the quality of a class of the Online Course falls below such quality, as previously approved by IHEA-USA, Course Provider shall use its best efforts to restore such quality upon receipt of notice by IHEA-USA. In the event that Course Provider has not taken reasonable steps to restore such quality within fifteen (15) days after notification by IHEA-USA is sent, IHEA-USA shall have the right to terminate this Agreement and retain any and all fees paid by Applicant.

Term of Agreement

If approved by IHEA-USA, Applicant/Course Provider shall be entitled to provide the above referenced Online Course for a period of three years from the date of Approval of this Agreement.

Termination/Expiration

1. If Course Provider is in breach under this Agreement, IHEA-USA shall deliver written notice specifying the breach. Course Provider shall have thirty (30) days after receipt of such notice to cure the breach.
2. On expiration or termination of this Agreement, Course Provider shall cease and desist from providing its Online Course through IHEA-USA and/or being affiliated with IHEA-USA.

Indemnity

Course Provider agrees to defend, indemnify, and hold IHEA-USA and its employees, agents, representatives, successors and assignees harmless from any claims, suits, damages, losses and costs (including reasonable attorney fees and costs) arising out of: i) the unauthorized use of the IHEA-USA trademarks or copyrights or the copyrights or intellectual property of third parties, and/or (ii) breach by Course Provider of any representation and warranty made in this Agreement. IHEA-USA shall give Course Provider notice of any claim or the institution of any action hereunder. The indemnifications hereunder shall survive the expiration or termination of this Agreement.

No Assignment by Course Provider

The Course Provider understands and agrees that it will not assign this Agreement to a third party. Each Course Provider entity must fill out a separate application.



Waiver/Severability

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. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

Jurisdiction

This Agreement shall be exclusively governed by the laws of the State of Colorado. All disputes hereunder shall be exclusively resolved in the applicable state or federal courts of Colorado. The parties consent to the jurisdiction of such courts or arbitration panels, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. In any action to enforce this Agreement, or any provision under this Agreement, the prevailing party shall be entitled to collect all of its costs and reasonable attorney fees connected with such action, including costs of investigation, providing notice and all additional costs of collecting any judgment rendered in such action or through such enforcement.

Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

Agreed by:

Approved by:

COURSE PROVIDER

IHEA-USA

Authorized Signer: _____
Title: _____
Date: _____

Authorized Signer: _____
Title: _____
Date: _____