Sponsor Agreement: National Registry of CPE Sponsors

The applicant/sponsor completing this online application agrees to the following:

• To abide by the rules and requirements of the National Registry of CPE Sponsors and to meet all of the standards as set forth in the AICPA/NASBA Statement on Standards for Continuing Professional Education (CPE) Programs, as amended from time to time.
• To provide accurate and truthful information to the National Registry of CPE Sponsors in all transactions.
• To conduct learning programs and operations surrounding learning programs in a professional, appropriate, and ethical manner that respects the rights and worth of the individuals served and in a manner that reflects favorably on NASBA and the National Registry of CPE Sponsors.
• To provide full and accurate information about programs, services and fees in promotional and advertising material and comply fully with all representations and terms set forth in such materials.
• To use the following official National Registry of CPE Sponsors statement, in its entirety and without alteration, in promotional and other materials distributed to prospective course participants:

(Insert your organization’s name) is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasbaregistry.org.

• To use the National Registry of CPE Sponsor logo applicable to the approved delivery method(s) ONLY in conjunction with and adjacent to the official National Registry of CPE Sponsor statement, except in cases where the logo is used in digital media. In those instances, use of a free-standing logo is permissible provided that a user who clicks on the logo is taken to a separate page or pop-up window that displays the National Registry Statement. Proper use of the logo applicable to the approved delivery method must comply with the National Registry of CPE Sponsors logo and statement guidelines.
• To retain course and course participant records for a period of five years and to respond to any National Registry of CPE Sponsors inquiry about these records. Upon request, to make the records available for inspection to the National Registry of CPE Sponsors or its designee.
• To authorize the National Registry of CPE Sponsors, by submission of this application, to share the information submitted by the sponsor applicant with a state board of accountancy upon receipt of a written request.
• To report to the National Registry of CPE Sponsors, within thirty (30) days, any major organizational change that may impact the information on which your membership application is based, including, but not limited to a change in the designated main or supervisory/secondary contact, or a change of ownership, merger or acquisition involving the sponsor.
• To furnish requested information to and work cooperatively with National Registry of CPE Sponsors staff, and pay associated fees on a timely basis.

If your organization is subject to laws governing collection, use and/or disclosure of personal information (e.g., GDPR), you acknowledge and agree that you are solely responsible for your compliance with all applicable requirements under such laws, including those affecting your ability to share personal information with NASBA, and you shall take all such actions as may be necessary to permit sharing and disclosing personal information contained in accreditation records requested by NASBA. Such actions may include, depending on laws applicable to your organization, notifying attendees, instructors, reviewers and others about whom you collect personal information that you may share their information with third parties for purposes including evaluating your accreditation under certain continuing professional education standards. Failure to take such actions necessary to comply with applicable law shall not excuse your responsibility to comply with NASBA documentation requests.

The sponsor completing this application understands that failure to comply with this Agreement, or failure to meet acceptable standards in the conduct of CPE programs, may result in the termination of this Agreement by NASBA and removal of the sponsor from the National Registry of CPE Sponsors, and notice of such termination may be given to state boards of accountancy and to licensees. The sponsor further agrees that use of the official National Registry of CPE Sponsors statement and the use of the applicable National Registry of CPE Sponsors logo or any other NASBA trademark must be discontinued immediately upon such termination. The determination of whether a sponsor’s actions or a given educational program meets the standard set forth above and/or the appropriateness of the sponsor’s use of NASBA and/or the National Registry of CPE Sponsors’ trademarks is in the sole and absolute discretion of NASBA and/or the National Registry of CPE Sponsors. In the event that a sponsor offers an educational program that does not meet these standards as determined in the sole and absolute discretion of NASBA and/or the National Registry of CPE Sponsors, neither the sponsor’s National Registry Sponsor ID nor any NASBA or National Registry of CPE Sponsors’ trademark may be used in connection with the educational program at issue and failure to remove such course from sponsor’s offerings under the sponsor’s National Registry Sponsor ID will be deemed grounds for the sponsor’s removal from the National Registry of CPE Sponsors. In the event the Agreement is terminated and/or legal action must be instituted by the National Registry of CPE Sponsors with any provision in this Agreement or to remedy any other misuse or misappropriation of NASBA’s or the National Registry of CPE Sponsors’ trademarks or other intellectual property, the sponsor agrees to trial of the matter without a jury and to pay such sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.
The sponsor completing this application understands that this Agreement shall be deemed to have been made in the State of Tennessee, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the United States of America and the State of Tennessee, without reference to principles of conflict of laws thereof. Any controversy or claim arising out of or relating to this agreement shall be determined by arbitration administered by the American Arbitration Association pursuant to its applicable rules. Any order of an arbitrator will be conclusive and binding. The number of arbitrators shall be one. The place of arbitration shall be in Tennessee. The language of arbitration shall be the English language and no other.

Signature of Main Contact Person

Printed/Typied Name of Main Contact Person Date Signed