

# WRSTC

## Application and General Information

The World Recreational Scuba Training Council (WRSTC) is dedicated to the worldwide safety of the recreational diving public. As such, one of the WRSTC's primary goals is the development of worldwide minimum training standards. The establishment of globally recognized and implemented standards is a valuable asset in addressing local and national regulatory issues. The WRSTC is the mechanism for worldwide cooperation in reaching international consistency in minimum course training standards. Member Councils of the World Recreational Scuba Training Council recognize and accept responsibility for the promotion of worldwide safety of the recreational diving public, international consistency of training standards and worldwide credibility of the WRSTC.

### **Benefits & Privileges of Membership**

Membership and Voting Rights. Member Councils of the WRSTC shall have membership and voting rights, subject to the qualifications set forth by the WRSTC.

Meetings and Publication. All Member Councils shall have the right to attend all regular WRSTC meetings (upon payment of any required registration fees); receive copies of minutes of WRSTC meetings, Minimum Course Content standards, press releases and published reports and other publications; receive other Member Councils' standards meeting minutes, annual reports and information on governmental and other issues which affect standards and receive such miscellaneous services as are made available from time to time to the entire membership of the WRSTC. Member Councils are eligible to send up to three (3) delegates and an unlimited number of observers to attend all meetings of the WRSTC.

Committees. Member Councils shall have the right to sit on the WRSTC's various committees or subcommittees.

Voting Rights. All Member Councils shall have the right to vote on standards and quality control issues (approval requires a unanimous agreement). Member Councils shall each have one (1) vote.

Designation of Member Delegates. Each Member Council shall designate to the Council the identity of up to three (3) principal delegates, one of which shall be eligible to vote on behalf of the Member. Each such delegate shall be an officer, director, or employee of the Member council.

Advisory Committees. Member Councils shall have the right to recommend the formation of advisory committees and to recommend appointments to advisory committees. An Advisory Committee, formed for the purpose of consultation on specific issues, is comprised of persons or entities outside the membership of the WRSTC. Prospective participants shall possess knowledge which will further the goals of the WRSTC. Approval of an Advisory Committee participant requires unanimous WRSTC approval. Participation on any committee will expire upon the completion of the specific issue being considered by that particular Advisory Committee.

### **Other Benefits to include as part of the promotion of membership.**

Opportunity to participate in and promote worldwide safety through worldwide effort to develop standards.

Worldwide network for alerting diving community of possible restrictive legislation by government

Greater credibility with government due to size of organization and worldwide scope.

Greater recognition for divers traveling internationally.

Improved dialogue means opportunities for new ideas and developments that support the growth of recreational diving worldwide.

### **Membership Requirements**

Membership is limited to one standards development body out of every geographical area (to be designated). In order to be considered, these standards development bodies shall meet the following:

The applicant's own membership is comprised predominately of entities engaged primarily in the recreational diver certification business (as defined in this application - Page 4);

The applicant's own members represent the majority (over 50%) of the annual processing of recreational diver certification cards/credentials in that body's geographical area;

The applicant and each member of the applicant adopts and enforces all WRSTC Minimum Course Content Standards in their entirety (minor revisions required by local law or regulation may prevent WRSTC membership approval and shall be evaluated by the WRSTC for acceptability).

The applicant agrees to provide the WRSTC with copies of all standards meeting minutes, annual reports, and information on governmental and other issues which affect standards;

The applicant agrees to allow representatives of the WRSTC to attend Member Council standards meetings.

The applicant and its members require any international affiliate or licensee to uphold all WRSTC Minimum Course Content Standards in their entirety (minor revisions required by local law or regulation may prevent WRSTC membership approval and shall be evaluated by the WRSTC for acceptability).

The applicant and its members shall oppose, and require any affected international affiliate or licensee to oppose, the implementation of any local law or regulation which would alter any WRSTC Minimum Course Content Standard in a way which would compromise worldwide safety of the diving public, international consistency of training standards or worldwide credibility of the WRSTC.

Applicant member using tradename/trademark of another training organization shall be a duly authorized affiliate or licensee of that training organization.

Note: until such time that WRSTC Standards are developed, applicants shall agree to adopt and enforce RSTC standards as criteria for membership, as identified above in #3, 6 and 7 (copies of RSTC Minimum Standards are enclosed or will be sent by separate package).

### **Conditions of Membership & Membership Protocols**

Use of WRSTC Name. No person or entity has the right to use the WRSTC's name without the approval of the WRSTC. Only Member Councils and their members may promote themselves as members of the WRSTC. No affiliate outside the Member Council's geographical area may claim WRSTC membership.

Non-transferability. Membership in the WRSTC shall not be transferable.

Publicity. No person or entity has the right to publicize or disclose the actions of the WRSTC, or their actions within the WRSTC, except by unanimous approval of the Member Councils.

Member's Liability for Dues. The liability of Member Councils for dues or assessments may be enforced by legal action or by forfeiture of membership, in accordance with the rules and procedures set forth in these Bylaws and by the WRSTC.

Termination of Membership. The membership of any Member Council shall terminate upon occurrence of any of the following events:

The written resignation of the Member Council duly accepted by the Secretariat. Such resignation shall be presented at the next scheduled meeting of the WRSTC;

By expiration of any annual period of membership, unless the Member Council renews its membership on the renewal terms set by these Conditions; renewal by existing Member Councils shall be automatic provided dues for each new year are paid when due as provided above;

The occurrence of any event which renders such Member Council ineligible, by the terms of these Requirements, for membership;

The determination by the WRSTC that the Member Council has failed to observe the enforce these Conditions or the rules of conduct, training standards established by the WRSTC, regulations, or practices of the WRSTC, has failed to pay dues or other obligations to the WRSTC prior to delinquency, or has engaged in unlawful or unethical conduct or conduct materially and seriously prejudicial to the interests of the WRSTC or the diving industry, or discredits the WRSTC.

The legal incapacity of an individual which causes the dissolution, liquidation and/or voluntary or involuntary closure of a corporate or partnership Member Council.

Member Council membership may be terminated, at any time, at the discretion of the WRSTC (approval requires a unanimous agreement less 1 vote).

6. Member Councils are required to maintain the membership requirements met at the time of application.

### **Application procedures**

Membership Dues and Assessments. Dues and assessments of Members of the Council shall be as follows:

Initiation Fee. Members shall pay an initiation fee for membership.

Membership Dues. Member Councils shall pay an annual Membership fee based on the number of organizations belonging to the Member Council (see application), with the initial Membership dues to be submitted with the Member Council's application for membership. All memberships shall be renewed automatically each year upon payment of the specified dues prior to January 1 of each year. Membership shall lapse if such annual dues are not made within thirty (30) days of such date. Any Member Council whose membership has lapsed may again become a Member by following the procedures for applicants for initial membership, except payment of the initiation fee may be waived by the WRSTC.

Application review. Applications for membership are reviewed by the WRSTC. Applicants may not promote membership in the WRSTC until written confirmation of approval of membership is received from the WRSTC.

### **Duties of Secretariat**

Administrative standards process. The Secretariat shall coordinate development of and revisions to the WRSTC Standards. The Secretariat shall also be responsible for circulation of the standards to all WRSTC Member Councils.

Accounts Payable and Receivable. The Secretariat shall be responsible for the collection of Member fees and managing these moneys in order to pay expenses incurred by the WRSTC.

Coordinate meeting logistics. The Secretariat shall plan and schedule meetings for the Member Councils of the WRSTC while considering travel time, business seasons, meeting space, etc. In addition, the Secretariat is responsible for distributing agendas for and minutes from each meeting.

Administrative structure of organization.

Review & submit membership applications to the WRSTC for vote.

Coordinate procedural matters, including termination for procedural violations.

**Recreational Diver Certification Business:** Non-commercial, non-scientific, non-industrial diving using compressed (atmospheric) air. An association, firm, corporation or other entity shall be deemed to be engaged primarily in the recreational diver certification business if more than sixty percent (60%) of its gross revenues are attributable to: the training and certifying of divers using compressed (atmospheric) air for no-decompression diving up to 130 feet/40 meters, the processing of recreational diver certification cards, membership dues from diving instructors and/or stores, the sale of recreational diver training and recreational diver instructor training materials, and fees for the training of recreational diving instructors.

# WRSTC Member Council Application

## World Recreational Scuba Training Council

P.O. Box 11083

Jacksonville, FL 32239 USA

### Application Procedures

To apply as a RSTC Member Council, please complete the following steps. If you have questions, contact the WRSTC Coordinator for clarification.

**Step 1** - Review the enclosed *WRSTC Bylaws* to ensure you qualify for membership and agree with the expectations of a WRSTC Member Council.

**Step 2** - Complete the enclosed *Member Agreement* and *Applicant Information* documents.

**Step 3** - Mail the *Member Agreement* and *Applicant Information* documents, along with the appropriate fees (in US funds) to the attention of the WRSTC Coordinator.

One-time Application fee: \$100

Annual Membership dues: \$100 per member of your organization- \$600 maximum

You will be advised of approval or denial after review of your application. Annual dues will be returned if your application is denied (application fee is non-refundable).

### Member Requirements

In addition to the parameters outlined in the Bylaws and Member Agreement, WRSTC Member Councils are expected to maintain high standards. This applies to business and ethical practices, as well as training programs. These include:

1. Having all required licenses and permits,
2. Complying with labor and tax laws,
3. Conducting business with a commitment to high quality and public safety, and
4. Requiring all members to comply with WRSTC Minimum Standards (**Note: for standards not yet published by WRSTC, applicants agree to adopt and enforce RSTC Minimum Standards as a criteria for membership**).

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#### *Important Notice - Please Read*

*WRSTC membership application does not guarantee acceptance; simply meeting membership requirements does not imply acceptance. Membership is granted at the sole discretion of WRSTC and may be revoked at any time, in accordance with the WRSTC Bylaws.*

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# WRSTC Member Council Applicant Information

Council Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

What country or countries are represented? (Please list all):

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Year established: \_\_\_\_\_ Incorporated? No \_\_\_ Yes \_\_\_ - under the laws of what country? \_\_\_\_\_

Council Officers:

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other(s): \_\_\_\_\_

Has the Council previously applied for or been awarded WRSTC Membership? No \_\_\_ Yes \_\_\_

If Yes, under what name? \_\_\_\_\_

## Please list all current members of the Council:

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Is, or has been, this member an affiliate, licensee or subsidiary of a training organization based in another country? No \_\_\_ Yes \_\_\_ - which organization and country? \_\_\_\_\_

***Please use additional pages, if necessary, to list all members.***

**WRSTC**  
**World Recreational Scuba Training Council**  
**Member Agreement**

This agreement is made \_\_\_\_\_, 20\_\_\_\_\_, by and between the World Recreational Scuba Training Council (herein referred to as WRSTC) and (Name of Company) \_\_\_\_\_, (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State/Province) \_\_\_\_\_, (Zip/Postal Code) \_\_\_\_\_, (Country) \_\_\_\_\_ (herein referred to as Member).

**Preamble**

WRSTC has developed and copyrighted minimum course training standards for recreational scuba divers and leadership levels. To facilitate the training process, WRSTC will grant to qualified members the right to use the WRSTC minimum course standards.

WRSTC standards are produced under trademarks and trade names which have a valuable reputation and goodwill, and which belong exclusively to the WRSTC.

WRSTC authorizes the use of WRSTC standards to WRSTC members who have demonstrated the ability to implement and enforce WRSTC standards.

The member desires to become a WRSTC member authorized to implement WRSTC standards from the location set forth in this Agreement.

**Agreement**

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**TERM.** This Agreement shall commence upon WRSTC acceptance and continue until:

Terminated by WRSTC, at its sole discretion, in the event that:

The Member defaults in any payment due to WRSTC for WRSTC products or services purchased from WRSTC and such default continues unremedied for a period of 30 days.

The Member fails to perform any other obligation, duty or responsibility or is in default with respect to any term or condition undertaken by the Member under this Agreement and such failure or default continues unremedied for a period of 30 days after written notice thereof to the Member by WRSTC.

Terminated by the Member by providing WRSTC with at least 30 days written notice of intent to cancel.

**NO FRANCHISE.** The parties expressly intend and acknowledge that this agreement does not establish a franchise and shall not be subject to international, federal, state and local legislation; and Federal Trade Commission rules and regulations governing franchising and business opportunity ventures.

**WRSTC OBLIGATION.** Upon acceptance of the WRSTC Membership, WRSTC shall grant the Member the right to operate as a WRSTC Member.

**MEMBER OBLIGATION.**

**Compliance with WRSTC Standards.** The Member shall require its members to conduct all training programs in strict accordance with such standards as may now exist or hereafter be established by WRSTC, and in all other respects shall abide by such rules, regulations, and other requirements as may now exist or hereafter be established by WRSTC.

**Requirements.** The Member agrees to abide by all Membership requirements as are established and put forth by WRSTC.

**Ethics.** The Member shall maintain such standards in its business practices which shall bring credit to itself, its Members, and to WRSTC. While business ethics as such are outside the scope of WRSTC control, there are times when poor business ethics become a direct reflection on WRSTC. When it is determined that a situation exists where the integrity of the WRSTC is placed in jeopardy by the business practices of a Member, that Membership may be reviewed by WRSTC.

**Liability.** The Member agrees to save and hold WRSTC, its officers and directors and assigns harmless for any loss, claim or damage resulting from the action of the Member, its members, agents, or assigns.

**Confidentiality.** The Member should deal in confidence with all matters involving WRSTC until such time as there has been general public disclosure or unless the Member knows that particular information is a matter of public record or is a matter of common knowledge. This presumption of a need for confidential treatment should apply regarding all current information concerning WRSTC activities.

**Standards Adoption.** The applicant and each member of the applicant adopts and enforces all WRSTC Minimum Course Content Standards in their entirety (minor revisions required by local law or regulation may prevent WRSTC membership approval and shall be evaluated by the WRSTC for acceptability).

**Documentation.** The applicant agrees to provide the WRSTC with copies of all standards meeting minutes, annual reports, and information on governmental and other issues which affect standards;

**WRSTC Privilege.** The applicant agrees to allow representatives of the WRSTC to attend Member Council standards meetings.

**International Affiliates.** The applicant and its members require any international affiliate or licensee to uphold all WRSTC Minimum Course Content Standards in their entirety (minor revisions required by local law or regulation may prevent WRSTC membership approval and shall be evaluated by the WRSTC for acceptability).

**International Opposition.** The applicant and its members shall oppose, and require any affected international affiliate or licensee to oppose, the implementation of any local law or regulation which would alter any WRSTC Minimum Course Content Standard and which would compromise worldwide safety of the diving public, international consistency of training standards or worldwide credibility of the WRSTC.

## **GENERAL PROVISIONS**

**Membership.** The applicant's own membership is comprised predominately of entities engaged primarily in the recreational diver certification business (as defined in this application).

**Applicant's Members.** The applicant's own members represent the majority (over 50%) of the annual processing of recreational diver certification cards/credentials in that body's country or countries;

**Legal Status of the Member.** This Agreement does not make the Member an agent, employee or legal representative of WRSTC for any purpose whatsoever, the WRSTC has no right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of WRSTC, or to otherwise bind WRSTC in any manner.

**Reproduction of RSTC Materials.** The Member shall not reproduce for any reason WRSTC materials with out prior written consent of WRSTC.

**Past, Present, or Future WRSTC Standards Complaints.** The member agrees that it has not previously been or is not currently the subject of any WRSTC standards complaint, action or proceeding brought by any scuba diving association or organization. Should the Member become the subject of any such complaint, action or proceeding during the term of this Agreement, WRSTC may, at its sole discretion, review the Membership status.

**Records Regarding WRSTC Standards Complaints.** The Member authorizes any scuba diving association or organization with which it is affiliated to release to WRSTC any and all records and other information pertaining to any WRSTC standards complaint, action or proceeding involving the Member. The Member also authorizes WRSTC to release to any other scuba diving

association or organization, if requested, any and all records and other information pertaining to any complaint, action or proceeding involving the Member.

**Assignment.** The Member agrees that WRSTC Membership is not transferable and the WRSTC Member may not transfer or assign any interest in this Agreement to any other person, entity, or business location, without the prior written consent of WRSTC.

**Governing Law.** This Agreement has been executed in Land O' Lakes, Pasco County, Florida, and its provisions shall be construed and enforced under Florida law. Any suit for the enforcement of this Agreement shall be instituted and maintained only in Florida.

**Notices.** Any notice under this Agreement shall be given by registered or certified mail addressed to the parties as provided below. Any such notice shall be deemed given when deposited in the mail.

Notice to WRSTC shall be addressed to:

WRSTC (Complete only if different from that listed on Page 1)

(Address) \_\_\_\_\_

(Fax) \_\_\_\_\_

(E-mail) \_\_\_\_\_

**Waiver of Breach.** No waiver or breach of Agreement shall constitute a waiver of any other or subsequent breach.

**Termination of Membership.** The membership of any Member Council shall terminate upon occurrence of any of the following events:

The written resignation of the Member Council duly accepted by the WRSTC. Such resignation shall be presented at the next scheduled meeting of the WRSTC;

By expiration of any annual period of membership, unless the Member Council renews its membership on the renewal terms set by these Conditions; renewal by existing Member Councils shall be automatic provided dues for each new year are paid when due as provided above;

The occurrence of any event which renders such Member Council ineligible, by the terms of these Requirements, for membership;

The determination by the WRSTC that the Member Council has failed to observe the enforce these Conditions or the rules of conduct, training standards established by the WRSTC, regulations, or practices of the WRSTC, has failed to pay dues or other obligations to the WRSTC prior to delinquency, or has engaged in unlawful or unethical conduct or conduct materially and seriously prejudicial to the interests of the WRSTC or the diving industry, or discredits the WRSTC.

The death or legal incapacity of an individual which causes the dissolution, liquidation and/or voluntary or involuntary closure of a corporate or partnership Member Council. Member Council membership may be terminated, at any time, at the discretion of the WRSTC.

The written resignation of the Member Council duly accepted by the WRSTC. Such resignation shall be presented at the next scheduled meeting of the WRSTC;

By expiration of any annual period of membership, unless the Member Council renews its membership on the renewal terms set by these Conditions; renewal by existing Member Councils shall be automatic provided dues for each new year are paid when due as provided above;

The occurrence of any event which renders such Member Council ineligible, by the terms of these Requirements, for membership;

The determination by the WRSTC that the Member Council has failed to observe the enforce these Conditions or the rules of conduct, training standards established by the WRSTC, regulations, or practices of the WRSTC, has failed to pay dues or other obligations to the WRSTC prior to delinquency, or has engaged in unlawful or unethical conduct or conduct materially and seriously prejudicial to the interests of the WRSTC or the diving industry, or discredits the WRSTC.

The death or legal incapacity of an individual which causes the dissolution, liquidation and/or voluntary or Member Council membership may be terminated, at any time, at the discretion of the WRSTC.

Involuntary closure of a corporate or partnership Member Council.

**Attorney's Fees.** If either party files any action against the other relating to the provisions of the Agreement or any default hereunder, then the losing party shall pay the prevailing party's court costs and reasonable attorney's fees.

**Nontransferability.** Membership in the WRSTC shall not be transferable.

**Member's Liability for Dues.** The liability of Member Councils for dues or assessments may be enforced by legal action or by forfeiture of membership, in accordance with the rules and procedures set forth in these Bylaws and by the WRSTC.

Executed the date written above at Land O' Lakes, Pasco County, Florida.

Member Representative

WRSTC Coordinator or Representative

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

World Recreational Scuba Training Council  
P.O. Box 11083  
Jacksonville, FL 32239 USA