

**Colorado State Patrol
Special Operations Unit
Motorcycle Operator Safety Training (MOST)
Program Agreement**



MOST

Motorcycle Operator Safety Training

This Agreement is between the Colorado State Patrol (CSP) and the undersigned CSP MOST Program Vendor (“Vendor”). The purpose of this Agreement is to ensure that Vendor conducts motorcycle rider training within the guidelines of CSP MOST, including but not limited as established by statutes, 8 CCR 1507-56 rules, MOST Policies and Procedures, and CSP-approved curriculum standards and CO MOST Program Accountability and Resolution Matrix. CSP reserves the right to supplement or modify the Policies and Procedures as needed, effective upon delivery of written notice to Vendor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall commence on the date it is fully executed. Unless terminated earlier, the term of this Agreement is for one year and shall automatically terminate at the end of the term. This Agreement may be renewed only upon mutual written consent of the parties specifying the renewal term.

B. COLORADO STATE PATROL (CSP) and the MOTORCYCLE SAFETY FOUNDATION

CSP has retained the Motorcycle Safety Foundation (MSF), a not-for-profit corporation with its principal place of business at 2 Jenner, Suite 150, Irvine, California 92618 (Phone: 949-727-3227; FAX: 949-727-4217; msf@msf-usa.org) (MSF), to assist with managing the MOST Program. CSP and its agent MSF collectively are referred to herein as CSP.

1. CSP will provide courses to train new MOST Program Instructors (Instructor(s)) in accordance with MOST Policy and will provide curriculum and policy updates to current MOST Program Instructors meeting MOST requirements.

C. MOST PROGRAM VENDOR (Vendor)

1. In performing its responsibilities under this Agreement, Vendor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, and rules.
2. Vendor shall comply with, and is responsible to ensure that MOST Program Instructors who work for or contract with Vendor comply with:
 - a. Code of Colorado Regulations, 8 CCR 1507-56, CSP rules
 - b. CSP-approved curriculum, and
 - c. MOST Policies and Procedures Manual, incorporated herein by reference.
3. Vendor will only provide and utilize CSP CO MOST approved curriculum for Program training courses.
4. Vendor shall conduct MOST Program training only at MOST approved and recognized training sites.
5. Vendor shall utilize only active CO MOST Program Instructors to teach the MOST approved Program courses.
6. Vendor acknowledges that only the curricula developer can modify or approve modification to the delivery of the curricula and/or content of curricula.
7. Vendor is required to provide the following on their company website:
 - a. Most current CSP-approved and curricula approved Waiver & Indemnification Agreement Form(s)
 - b. Cancellation policy
 - c. Refund policy
8. Vendor is required to provide the following with or on their Course registration confirmation form:
 - a. The most current CSP-approved and curricula approved Waiver & Indemnification Agreement Form(s) or
 - b. Information related where the customer can find and read the most current CSP-approved and curricula approved Waiver & Indemnification Agreement Form(s)
 - c. Cancellation policy
 - d. Refund policy
9. Vendor, or Instructor on behalf of vendor, is required to review and execute the most current CSP-approved and curricula approved Waiver & Indemnification Agreement Form(s) with each student prior to training.

- a. Participants under 18 years of age must have the Waiver & Indemnification Agreement signed by a parent or guardian in the presence of the Instructor or have it notarized prior to the start of the course.
 - b. Participants are required to sign and date a Waiver & Indemnification Agreement(s) for:
 - i. The course starting date
 - ii. A separate Knowledge and/or Skills Test retakes
10. Vendor acknowledges that an Instructor who is teaching a MOST approved training course on behalf of a Vendor is the Vendor's responsibility regarding actions of the Instructor on the Vendor's training site.
11. In case of an incident or other emergency, Vendor's Instructor(s) and Instructor Trainer(s) are required to act immediately to deal with the medical needs of any injured parties and shall summon medical assistance if necessary.
12. Vendor acknowledges that a current Incident Report Form must be completed when there is:
- a. Any injury
 - b. Potential injury or damage to motorcycle, other equipment or vehicle(s), and/or facility
 - c. Any part of the motorcycle other than tires, side stand, foot pegs or Street 500 crash guards that touches the ground.

Vendor is responsible for ensuring any MOST Program Instructor(s), Instructor Trainer(s) or contractors teaching at the time of the incident complete the Incident Report Form. Each section of the report must be completed and signed by the Instructor and involved student(s). In addition to curriculum and insurance notification requirements, any photos, the **Incident Report Form must be sent directly to CSP as soon as possible but no later than 48 hours after the incident. Reports should be emailed to cspmmost@state.co.us**. If a law enforcement report has been completed, Vendor shall email a copy to cspmmost@state.co.us as soon as it is available. Vendor or Instructor may check on the condition of an injured party either by phone or hospital visit, unless advised to the contrary by insurance provider.

13. Vendor shall provide the following information on their operations, equipment, and personnel (Appendix 1) at the time of execution of this agreement:
- a. Full name and title of all:
 - i. Vendor principals
 - ii. Management
 - iii. Designated Site Manager
 - iv. Instructors along with the following information:

1. Driver's License number
 - a. State of issuance
 2. Curriculum
 - a. Certification type
 - b. Instructor number(s)
 - c. Expiration date(s).
 3. Current First Aid/CPR certification including certificate number and expiration date.
 - v. Acknowledge that all Vendor personnel, who have face to face contact with students, will comply with the annual sexual harassment and diversity training for each current fiscal year of operation.
 - b. Training Site information for all locations and facilities
 - i. Refer to Appendix 2, must be turned in with this agreement
 - c. Proof of current and adequate course insurance.
 - i. Listing Colorado State Patrol and the CO MOST Program as an additional insured or Certificate Holder.
 - d. Copy of current Vendor specific policy and/or procedure documents.
 - e. List of current motorcycles used in training to include VIN numbers and verification of regular maintenance.
14. Vendors shall confirm that on all Skills Test utilized during a MOST course contains:
- a. Students' First and Last name
 - b. Instructors name
 - c. Date of test
15. Vendors shall confirm that on all Knowledge Test utilized during a MOST approved course contains:
- a. Students' First and Last name
 - b. Date of test
 - c. Test version
16. Vendor or Vendor Instructor shall advise each course participants that all MOST program courses may be photographed or videotaped for purposes of quality assurance or program promotion. **AUTHORIZED VENDOR REPRESENTATIVE INITIAL HERE _____** Additional media releases will be obtained by CSP as required while on site.
17. Vendor shall provide a variety of motorcycle helmets for student use.
- a. All helmets used in MOST training courses must:

- i. Comply with DOT standards at a minimum
- ii. Be in safe, clean, and functional condition
- iii. Be free of structural damage
- iv. Fit student properly
- v. Novelty or beanie-style, bicycle, equestrian, and/or sports helmets are not allowed(i.e. GoKart with may be SNELL approved)

18. Vendor shall provide training motorcycles satisfying CSP-approved curriculum criteria.

19. Training motorcycles shall be maintained at Vendor's expense according to the maintenance schedules outlined in the respective motorcycle manuals. Maintenance records shall be retained for a minimum of three (3) years and shall be made available to CSP personnel or their agents upon request.

20. Vendor is responsible for the cost of maintenance, damage, or theft of motorcycles and any other equipment used to perform its responsibilities under this Agreement.

21. Vendor's classroom instruction environment, as required by curricula provider, shall comfortably accommodate all eligible students and have all amenities necessary to deliver the approved training curriculum in the manner prescribed.

22. Vendor's range instruction area shall conform to all MOST and curriculum rules and policies.

23. With the exception of approved online or "e-"course pre-course activities designated by the curriculum, Vendor shall not require course participants to complete course instructional activities prior to attending the first scheduled class session.

24. Vendor shall monitor courses regularly to ensure MOST Program Instructors and Instructor Trainers are adhering to MOST rules, policies, and guidelines, including 8 CCR 1507-56 as applicable. Documentation shall be made available to CSP upon request.

25. Upon becoming aware of any potential issues affecting training or any circumstances that could compromise the quality or safety of the training, Vendor shall notify CSP immediately by email to cspmmost@state.co.us.

26. All Vendors, Vendor personnel, and Vendor Instructors shall cooperate with MOST investigations including response to inquiries within 10 business days and appear for meetings and hearings requests. Failure to cooperate may result in immediate suspension of Vendor Agreement and/or MOST Instructor authorization.

27. All MOST investigation(s) related to a Vendor, Vendor personnel, or MOST Instructor will follow: CSP protocols, procedures and policies, and the CO MOST Program Accountability and Resolution Matrix.

28. Vendor shall notify CSP in writing, within 48 hours, of any claim or lawsuit arising from or relating to the MOST Program at Site.
29. Vendor shall report student and Instructor participation in MOST Program approved training using the MOST approved course reporting system within 48 business hours after final course completion.
30. Vendor shall maintain copies of all student records related to MOST Program courses, including, but not limited to:
- a. registration information
 - b. liability waivers
 - c. completion records
 - d. course evaluation forms
 - e. incident report forms and supporting documentation
 - f. other materials pertaining to operations under this Agreement

Records will be maintained throughout the term of this Agreement and any renewal thereof and for at least three (3) years following date of termination of the Agreement.

31. All course records and materials, listed within #30 above, shall be made available to CSP for review and audit, with copies (electronic or printed) provided to CSP within 10 business days of request. Auditing of documents may incorporate any and all course materials that lead to licensing, liability data entry, and all forms and records.
32. Vendor shall notify CSP immediately if there is a security breach, either physical or electronic, in connection with student records or lost completion cards.
33. Vendor shall cooperate with CSP in conducting research as necessary to improve the program's effectiveness.
34. Vendor acknowledges and agrees that CSP exclusively owns all data and reports gathered and maintained pursuant to this Agreement. Upon termination of this Agreement, Vendor shall cooperate with CSP to ensure that data and related reports collected and maintained in the performance of this Agreement remain intact and protected during their transfer into possession of CSP. Vendor shall be responsible for delivery of any such reports and data to CSP, and shall be solely responsible for any costs associated with such transfer.
35. Vendor shall direct all communications regarding this Agreement to the MOST Program Coordinator either by email or regular mail.

36. Vendor, signatory on Vendor Agreement, or Vendor representative is required to attend the annual Vendor meeting sponsored by CSP. The cost of associated with travel and accommodations, if required, are the responsibility of the Vendor. If Vendor or designee is unable to attend or only attends the virtual component, they acknowledge that a MOST assignment will be required to be submitted and reviewed by MOST prior to the execution of this vendor agreement.

Signing here indicates you fully understand the MOST Application and Agreement Requirements and have read the Rules.

Authorized Vendor Representative:

Name: _____

Title: _____

Email: _____

D. QUALITY ASSURANCE

1. A Quality Assurance Review (“QAR”) will be conducted at the Site at least two per year, with one being unannounced, to assist Vendor and verify that Vendor’s methods, facilities, and equipment meet MOST Program standards. Vendor agrees to cooperate with MOST Program personnel or agents during any such QA, either announced or unannounced.
2. Should CSP or its agent determine that any aspect of Vendor Site’s operation does not comply with:
 - a. 8 CCR 1507-56, CSP rules
 - b. Vendor Agreement
 - c. MOST Policies and Procedures Manual
 - d. CSP-approved curriculum standards

CSP or its agent shall document such noncompliance, identify required corrective action, and establish a time frame for MOST Program Site to implement corrective measures, in a written report to the CSP MOST Project Manager and Vendor.

3. Vendor is aware that disciplinary action related to non-resolution of QAR’s are situated in:
 - a. 8 CCR 1507-56
 - b. CO MOST Program Accountability and Resolution Matrix (CSP_1356).

E. VENDOR'S USE OF CSP-APPROVED CURRICULUM MATERIALS

Vendor shall obtain the necessary licenses and credentials to use CSP-approved curriculum materials. Vendor shall not:

- a. Use CSP-approved curriculum materials in a manner unsuitable or injurious to CSP or owner(s) of the curriculum materials
- b. Reproduce
- c. Distribute inappropriately
- d. Sell CSP-approved curriculum materials.

Upon termination of this Agreement, Vendor agrees to cease all use of CSP-approved curriculum materials.

F. TERMINATION

1. Vendor may terminate this Agreement, without cause, upon written notice to CSP.
2. CSP may deny, suspend and revoke Certification of this Agreement immediately for:
 - a. Breach of any provision of the Agreement
 - b. Failure of Vendor to implement corrective measures within the time frame established by a QAR or other inspection activity
 - c. Failure to implement supplements or modifications prescribed by CSP within the time allotted; or
 - d. Failure to comply in performing MOST duties and responsibilities as required by statute and rules 8 CCR 1507-56.
3. Upon termination, Vendor immediately shall cease representing itself as a MOST Program Vendor or Site and cease using any MOST Program materials and equipment.

G. INDEPENDENT CONTRACTOR

Vendor acknowledges that it is an independent contractor and not an employee or agent of CSP, and it has no authority to contract, bind or incur any obligation to any third party. Except as expressly provided in this Agreement, Vendor has, and hereby retains, full control and responsibility over the employment, direction, compensation, and discharge of all persons employed or utilized by Vendor in the performance of its obligations under this Agreement. Vendor shall be fully responsible for all matters relating to the wages, hours, and working conditions of its employees, including compliance with social security, unemployment and

disability insurance laws, worker's compensation, income tax withholding, and wage and hour laws.

H. DELEGATION

Unless approved in writing by CSP, Vendor shall not delegate any of its responsibilities under this Agreement to subcontractors or third-party contractors. In the event CSP approves any such delegation, that approval shall not release Vendor from liability or consequences for failure to fulfill its responsibilities under this Agreement.

I. INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless the State of Colorado, CSP, TCTI, Inc., MSF and its member companies, including their respective representatives, officers, employees and agents from any and all loss, claims, suits, actions, damages, costs and expenses of every name, kind, and description brought for or on account of injuries to or death of any person, or damage to any property, or violation of privacy rights protected by law, or any other loss or damage, arising from or relating to performance or non-performance of Vendor's responsibilities under this Agreement or MOST training at Site. If Vendor or Vendor's insurer fails to accept a tender of defense from the State of Colorado, CSP, and/or MSF and its member companies, including their respective representatives, officers, employees, and agents, the tenderer may retain his, her or its own independent counsel and seek reimbursement of legal expenses from Vendor. The provisions of this Paragraph shall survive termination of this Agreement.

J. APPLICABLE LAWS

This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Colorado without regard to conflicts of laws principles.

K. SEVERABILITY

In the event that any term, provision, or paragraph of this Agreement is declared illegal, void, or unenforceable, that shall not affect or impair the other terms, provisions, or paragraphs of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness, or unenforceability of any term, provision, or paragraph of this Agreement.

L. DISPUTES

All legal action arising out of, or in any way related to, this Agreement shall be brought in court of competent jurisdiction in the State of Colorado.

M. CONFIDENTIALITY/PRIVACY

1. All information pertaining to students shall be maintained in strictest confidence. Except as expressly provided in this Agreement, federal or state law or regulations, or the MOST Policies and Procedures Manual, or as necessary for performance of the duties of Vendor under this Agreement, such information or any compilation of such information, in the form of student lists, instructor rosters, or otherwise, shall not be disclosed by Vendor.
2. Vendor agrees to maintain student records in accordance with the federal Driver's Privacy Protection Act of 1994 ("DPPA") (18 U.S.C. § 2721 et seq.) and all other applicable federal and state laws.

N. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Vendor and its employees and contractors shall not unlawfully discriminate, harass or allow harassment or discrimination, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including, but not limited to, HIV and AIDS), medical condition (including, but not limited to, cancer), genetic predisposition or carrier status, age, marital status, arrest or conviction records, lawful off-duty activities, family and medical care leave, or pregnancy disability leave. Vendor and its employees and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Vendor and its employees and contractors shall comply with the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other applicable federal and state laws.

O. EMPLOYMENT ELIGIBILITY VERIFICATION

Vendor must verify and certify that it does not knowingly employ or contract with an unauthorized alien and that Vendor has enrolled in and is participating in the E-Verify program. This certification must be maintained throughout the duration of this Agreement.

P. NOTICES

Any notice given by either party hereunder shall be deemed to have been given if sent by Certified Mail or electronic mail to the last known principal address of the other party.

Q. CONSULTATION WITH LEGAL COUNSEL

The parties to this Agreement have had a full and fair opportunity to review the terms and provisions of this Agreement with their legal counsel.

R. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between and among the parties and supersedes and merges all prior oral and written agreements, discussions and understandings between the parties. Neither of the parties shall be bound by any conditions, inducements or representations other than as expressly provided for here or as fully set forth on or subsequent to the date of this Agreement in writing and signed by a proper and authorized representative of the party to be bound.

S. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In consideration of the mutual covenants and promises contained in this Agreement, and intending to be legally bound, the parties hereto have executed this Agreement as of the latest date set forth below.

CSP

VENDOR (OWNER)

By: _____
(Signature)

By: _____
(Signature)

(Print name)

(Print name)

(Title)

(Title)

Date: _____

Date: _____

VENDOR TRAINING MANAGER (if applicable)

By: _____
(Signature)

(Print name)

(Title)

Date: _____

APPLYING ORGANIZATION CONTACT INFORMATION

Name of Organization: _____

Mailing Address: _____

Physical Address: _____
(If different from mailing address)

Telephone number(s): _____

E-mail address: _____

Designated Representative:

Name _____

Title _____

E-Mail _____

Signature _____

Date of Application _____