

**TERMS AND CONDITIONS  
OF CERTIFICATION FOR A  
COMMAND SPANISH® OFFICIAL REGISTERED PROVIDER (ORP)**

- I. DEFINITION OF AN OFFICIAL REGISTERED PROVIDER (ORP):** An Official Registered Provider (ORP) of Command Spanish® programs is typically, but not exclusively, an administrative or instructional unit within an educational institution. Examples are: Division of Extended Learning, Contract Training, Workforce Development, Continuing Education, Lifelong Learning, Business and Industry Outreach, or Foreign Language Department. An ORP is authorized to offer all available Command Spanish® materials and instructional programs within the guidelines specified below. There are no startup or annual fees for ORP status, nor is there a license or required contract, other than the certification procedure defined below in Paragraph II.
- II. BECOMING CERTIFIED:** In order for an administrative or instructional unit, or other entity, to be certified as an Official Registered Provider, an administrator of that unit or entity must complete the two-day Command Spanish® “Teaching Occupational Spanish” (TOS) certification seminar or complete the “Teaching Occupational Spanish – Independent Study” program. The administrator does not need to speak Spanish, nor be a Spanish instructor. The administrator who secures his/her unit’s or entity’s certification must have full or partial fiduciary, scheduling, and hiring responsibility within said unit or entity. In addition, the administrator must hold a recognized administrative title within the unit or entity. Certification is valid for 12 months following the date the administrator received certification and, subject to annual review and renewal, is normally automatically and at no charge.
- III. REPRESENTATION:** An ORP may represent itself in advertising and promotion as an Official Registered Provider of Command Spanish®, Inc. programs. ORPs may use the Command Spanish®, Inc. ORP logo (as shown below) on any promotional material created, printed, published, or distributed by the ORP. It may also use any of the other Command Spanish®, Inc. trademarks, including Command Spanish® Inc., but only when promoting Command Spanish® products and services.



- IV. RENEWAL EXCLUSION:** If a Licensed Official Registered Provider (LORP) has been previously established within the ORP’s service area [i.e., the ORP was grandfathered in to coexist within the LORP territory] and the ORP’s certification expires, then the ORP will not be eligible to reactivate its status unless the LORP is no longer active in the area or gives express, written permission that the ORP may reactivate.

**TERMS AND CONDITIONS  
OF CERTIFICATION FOR A  
COMMAND SPANISH® OFFICIAL REGISTERED PROVIDER (ORP) – cont.**

**V. A. ORDERING MATERIALS AND ONLINE COURSE CODES:** An ORP may order and utilize any available Command Spanish® programs and materials at a special discounted price when placing an order on the phone. An ORP may also order (at a discounted price) and distribute activation codes for online courses to be redeemed at CommandSpanishOnline.com.

**B. SCOPE OF OPERATION:** ORPs do not have an exclusive area of operation. They may market and deliver Command Spanish® services anywhere and to any client that is not located within the exclusive territory of a LORP.

Visit [www.CommandSpanish.com/lorp\\_list.html](http://www.CommandSpanish.com/lorp_list.html) for a complete listing of LORPs and a description of each LORP's exclusive geographic areas. The ORP administrator may assign non-certified, secondarily trained instructors to teach Command Spanish® classes within his/her ORP (see Paragraph VII below).

**VI. RESPONSIBILITIES AND OBLIGATIONS:** It is the responsibility of the ORP administrator to ensure that his/her instructors (both Command Spanish® Certified Instructors and non-certified, secondarily trained instructors) meet and maintain the conditions, standards, and policies of Command Spanish® instruction. In particular, this refers to the correct utilization of Command Spanish® instructional methods, materials and testing techniques as outlined and specified in *the Instructional Guide for Command Spanish® Language Programs*, (Dunn, 1999, 2002, 2011).

Furthermore, ORPs must not engage in any activity that would adversely affect the reputation or stature of Command Spanish®, Inc., either locally, nationally, or online. ORP administrators are charged with monitoring Command Spanish® materials to ensure that no copyright violations occur, either by students or instructors.

**VII. TRAINING AND EMPLOYING NON-CERTIFIED COMMAND SPANISH® INSTRUCTORS:** An ORP administrator may select and train Spanish instructors or Spanish-speaking persons, who have not been trained by Command Spanish®, Inc. to deliver Command Spanish® instruction. However, prior to beginning instruction, it is required that any non-CS-certified instructor must be trained in accordance with the Command Spanish® document entitled, "Four-Hour Secondary Training Program for Non-CS-Certified Instructors and Marketers/Sales Staff," which is found in the *Secondary Training Kit*. The non-certified secondarily-trained instructor must sign an agreement form verifying that he/she understands and will utilize Command Spanish® methods and techniques of instruction and testing when using Command Spanish® materials. (All such materials are available in the *Secondary Training Kit* available from Command Spanish®, Inc.) By training and employing non-certified Command Spanish® instructors, the ORP administrator assumes all responsibilities with regard to the correct utilization of Command Spanish® materials, methods, procedures, and testing. It will be the ORP administrator's responsibility to request any additional information or support

**TERMS AND CONDITIONS  
OF CERTIFICATION FOR A  
COMMAND SPANISH® OFFICIAL REGISTERED PROVIDER (ORP) – cont.**

(sample course agendas, cross-cultural information, situation cards, etc.) for courses being taught by non-CS-certified instructors. Failure of a non-certified Command Spanish® instructor to maintain Command Spanish® standards of instruction may result in revocation of ORP certification.

- VIII. SUPPORT AND REFERRALS:** ORPs will receive the *CS Newslines*, which is an electronic newsletter sent via e-mail for updates regarding new and revised materials. ORPs will also receive via e-mail a special monthly update regarding the restricted site address. With access to the restricted site, ORPs may obtain updates for the *Marketing Guide for Command Spanish® Programs*, as well as other important marketing information. When Command Spanish®, Inc. receives contract training inquiries at its national headquarters, it may refer these opportunities to active ORPs in the field. ORPs may request technical support from Command Spanish® regarding curriculum, instruction and testing. ORPs are also listed on the Command Spanish® website.
- IX. PURCHASE OF SPECIAL MARKETING MANUALS:** Marketing Editions are promotional manuals that are identical to the student training manual, however the audio materials in the Marketing Edition are intentionally left blank.
- X. DISTANCE LEARNING AND ONLINE INSTRUCTION:** ORPs may not deliver Command Spanish®, Inc. programs via distance learning vehicles (T-lines, satellite, etc.), online instruction (e-learning), or any other type of virtual classroom, unless permission to do so is granted, in writing, by Command Spanish®, Inc. However, Command Spanish®, Inc. offers online training; if you would like to offer online CS courses by becoming an Online Affiliate, please contact Command Spanish®, Inc.
- XI. RESTRICTIONS ON ORPs:** Unlike Licensed Official Registered Providers (LORPs), Official Registered Providers (ORPs) are not assigned an exclusive area of operation. ORPs may provide Command Spanish® instruction and services to anyone anywhere, so long as they do not do so within the exclusive area of a LORP. Unless they are grandfathered into an area or territory of a LORP, ORPs are expressly prohibited from marketing, representing or delivering Command Spanish® instruction in any area or territory designated as an area assigned by contract to a LORP, and doing so will be cause for revocation of ORP status. The management of Command Spanish®, Inc. will be the arbiter of all disputes arising out of conflicts between ORPs and other Command Spanish® entities.
- XII. COPYRIGHT VIOLATIONS AND PROSECUTION:** All Command Spanish® materials are protected by federal copyright law. Command Spanish®, Inc. expressly prohibits anyone or any agency, including Official Registered Providers, from photocopying or otherwise duplicating any of its printed or electronically recorded materials. Such duplication is illegal and will be aggressively investigated by Command Spanish® legal counsel and the Federal Bureau of Investigations. Furthermore, Command Spanish®, Inc. will provide a significant monetary reward for information

**TERMS AND CONDITIONS  
OF CERTIFICATION FOR A  
COMMAND SPANISH® OFFICIAL REGISTERED PROVIDER (ORP) – cont.**

leading to the successful prosecution of copyright violators. It is to be understood that each student must purchase, or be provided with, his/her own copy of the manual being used for instruction. At NO time is the duplication of Command Spanish® materials permitted.

**XIII. REVOCATION OF CERTIFICATION:** Command Spanish®, Inc. reserves the right to revoke an ORP certification for just cause. Such cause includes, but is not limited to: copyright violations; misrepresentation; misuse of materials; misuse of company logo and trademarks; commingling Command Spanish® instruction with other materials and programs without written consent of Command Spanish®, Inc.; or unprofessional conduct. In particular, Command Spanish®, Inc. will revoke certification of any Official Registered Provider that fails to employ or purposely alters Command Spanish® instructional methods, materials and testing techniques as outlined and specified in the *Instructional Guide for Command Spanish® Language Programs*, (Dunn, 1999, 2002, 2011) when utilizing Command Spanish® materials and programs or if the ORP fails to abide by the terms and conditions of this document and the accompanying agreement. Such revocation may be the result of actions undertaken by the ORP administrator or by an instructor working for the ORP. The acts or omissions of any person acting on behalf of the ORP shall be imputed to the ORP itself.

**NOTE:** This document is subject to periodic revision and amendments. If you are not certain that this is the most recent version of this document, please contact Command Spanish®, Inc. at 601-582-8378 for verification, or download from website.