

## CFP Board Ethics Continuing Education Sponsor Registration Agreement

### Contact Information

Full Name of Sponsoring Company or Organization: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

CE Sponsor Address: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Secondary Contact Email: \_\_\_\_\_

CE Sponsor Website: \_\_\_\_\_

### Terms and Conditions of CE Sponsor Registration

As a continuing education sponsor offering educational programs to certificants of Certified Financial Planner Board of Standards, Inc. ("CFP Board"), the above-named organization ("Sponsor") hereby requests registration with CFP Board as a CFP Board Ethics Continuing Education Sponsor for calendar year \_\_\_\_\_. Sponsor agrees to adhere to the provisions of CFP Board's continuing education ("CE") policies as stated in this CFP Board Ethics Continuing Education Sponsor Registration Agreement ("Agreement"), and as amended by CFP Board from time to time. Sponsor represents and warrants that Sponsor has read and understands this Agreement and agrees as a condition of sponsorship to abide by all requirements stated therein, as updated by CFP Board from time to time. Sponsor agrees that all CE programs focused on CFP Board's ethical standards offered for acceptance by CFP Board ("Programs") are and will remain correct and current in content and format, and contribute to increasing the professional competency of CFP® professionals.

This Agreement and Sponsor's registration with CFP Board shall remain in effect for the calendar year of the date indicated above, unless earlier terminated as set forth herein. Sponsor has the option of renewing Sponsor's registration with CFP Board at the end of the calendar year. If Sponsor fails to renew by December 31 of the calendar year, Sponsor shall no longer be registered as a CFP Board Ethics CE Sponsor with CFP Board effective January 1 of the following calendar year.

#### I. Requirements for Programs Focused on CFP Board's Ethical Standards:

- a) Programs are designed to satisfy the CFP® certification renewal requirement of 2 hours of continuing education on CFP Board's Ethical Standards (which includes the *Code of Ethics and Professional Responsibility*, *Rules of Conduct* and *Financial Planning Practice Standards*).
- b) Programs must consist of a detailed review of some aspect or aspects of CFP Board's Ethical Standards exclusively for a minimum of 50 minutes per session hour.
- c) Program must include content which addresses the following learning objectives:
  - i. Demonstrate an understanding of, and be able to define financial planning, the financial planning process, and financial planning subject areas.
  - ii. Describe the material elements of financial planning.
  - iii. Determine if a CFP® professional is providing financial planning or material elements of financial planning.
  - iv. Demonstrate an understanding of the required elements of a written agreement when financial planning services are provided.
  - v. Articulate disclosure requirements and apply disclosure requirements to their practices.
  - vi. Define and outline elements of the fiduciary standard and know when it applies.

All Ethics CE programs must address the required learning objectives by (1) referencing the learning objectives as part of the program's introduction, course overview, or similar; and (2) including content specific to the learning objectives in the program to sufficiently address each learning objective and ensure that that upon successful completion of the program the student will have achieved the required learning objectives. Ethics CE programs may go beyond the learning objectives to include additional information specific to CFP Board's ethical standards as outlined in the publication titled *Standards of Professional Conduct*.

- d) Programs may make use of case studies taken from CFP Board's Anonymous Case History and may also make use of fictitious scenarios that illustrate issues related to CFP Board's Ethical Standards. However, fictitious scenarios may not be accompanied with predictions of actions CFP Board might take when presented with any fictitious scenario. Use of 'real world' ethical cases or scenarios does not qualify for Ethics CE credit.
- e) Programs, including all related materials, must use the most updated version of CFP Board's Ethical Standards, with updates to be made no later than six weeks after notification of changes to CFP Board's Ethical Standards.
- f) Program advertisements and any communications promoting the Programs will include the following disclaimer: "While the materials for the course(s) on CFP Board's Ethical Standards have been approved by CFP Board as meeting the established standards for continuing education, CFP Board does not review the method or means of presentation and, therefore, makes no representation concerning the delivery of this information to the CFP® professional."

## CFP Board Ethics Continuing Education Sponsor Registration Agreement (continued)

- g) Program materials that quote any part of CFP Board's copyrighted materials include the following disclaimer and copyright notice:  
**Disclaimer:** "CFP Board's *Code of Ethics and Professional Responsibility, Rules of Conduct, Financial Planning Practice Standards, Fitness Standards for Candidates and Registrants* and Anonymous Case Histories are the property of CFP Board and may not be resold, republished or copied without the prior consent of CFP Board." **Copyright Notice:** "Copyright © (current year) Certified Financial Planner Board of Standards, Inc. All rights reserved. Reproduced with permission."
- h) If changes are made to the content of Programs after CFP Board provides approval, the Programs must be re-registered. Such Programs are considered new Programs, and the appropriate registration review fee will be required. Program changes must be submitted to CFP Board for approval prior to distribution or presentation to CFP<sup>®</sup> professionals.

**II. Requirements for Live Programs:** Sponsor agrees to comply with CFP Board's continuing education requirements and standards for each Live Program, as outlined below.

- a) Attendance is required. For Live Programs presented in-person, the number of participants and physical facilities should be consistent with the teaching method.
- b) Live Programs must be a minimum of two hours, with 50 minutes as the minimum duration of each CE hour; minimum duration for a live Ethics CE program is 100 minutes.
- c) Live Programs will be conducted by an instructor or discussion leader qualified in CFP Board's ethical standards. Ethics CE instructors must meet the following criteria in order to be eligible to teach CFP Board approved Ethics CE programs:
  - i. Hold current CFP<sup>®</sup> certification, with all CFP Board continuing education requirements up-to-date and all CFP Board renewal and other fees paid in full.
  - ii. Have held CFP<sup>®</sup> certification for 5 years or more.
  - iii. Not be the subject of a pending investigation by CFP Board or any federal or state regulator.
  - iv. Not have been the subject of a CFP Board discipline (i.e. private censure, public letter of admonition, or suspension) received within the past five years.
- d) A list of CFP<sup>®</sup> professionals attending each Live Program will be maintained and made available to CFP Board using CFP Board's Attendance Reporting Form. Sponsor agrees to electronically report continuing education hours earned by attendees to CFP Board within four weeks of completion of the Live Program.
- e) A written outline of the Live Program will be retained and made available to CFP Board upon request.

CFP Board considers Live Programs to be educational sessions in which the instructor or discussion leader is conducting the program in real-time; the instructor or discussion leader and students are engaged in the educational program at the same time. Live Programs may be in-person sessions, but may also be programs in which the instructor and students are at different locations. Live Programs may be stand alone sessions conducted in classrooms, seminars, sessions at conferences, panel sessions at conferences, structured discussion groups, live webinars, teleconferences, and college/university courses.

**III. Requirements for Self-Study Programs:** Sponsor agrees to comply with CFP Board's continuing education requirements and standards for each Self-Study Program, as outlined below:

- a) Self-Study programs will be authored by an instructor who meets CFP Board's Ethics CE instructor requirements as outlined in section II(c) of this Agreement.
- b) Materials presented to CFP<sup>®</sup> professionals seeking to complete the Self-Study Program will be retained and made available to CFP Board upon request.
- c) CFP<sup>®</sup> professionals seeking to complete the Self-Study Program will be required to register for the Program.
- d) Each Self-Study Program will require evidence of satisfactory completion, including an examination scored by sponsor. The examination will contain at least 40 questions per class hour. The Self-Study Program will be considered completed satisfactorily only if the certificant receives a score of 80% or higher on the examination.
- e) A list of CFP<sup>®</sup> professionals who successfully complete each Self-Study Program will be maintained and made available to CFP Board using CFP Board's specified Attendance Reporting Form. Sponsor agrees to electronically report to CFP Board continuing education hours earned by attendees within four weeks of an individual's successful completion of a Self-Study Program.

CFP Board defines Self-Study Programs as those in which the instructor and student are separated by time and location, or programs for which the student engages in the learning activity without an instructor. Self study programs may be pre-recorded audio programs, webcasts, self-paced online courses, compact discs, printed material, videocassettes, and the like.

## **IV. Program Application Submission Requirements and Review Expectations**

- a) Program applications must be submitted to CFP Board electronically as a PDF attachment to an email, via fax or in hard copy to CFP Board's offices.
- b) Submit one copy of the Program(s) in its entirety, including handouts, workbooks, name of the instructor or author (for self-study programs), and advertising material. Programs that will be presented in a live format will include a description of how attendance will be monitored. Self-study Programs will include an examination (at least 40 questions) and a keyed answer sheet. CFP Board may request changes to Program materials before granting approval. After initial approval, CFP Board must be notified of any changes to the Program and/or Program material. CFP Board must always have a correct and current copy of approved CE Programs on CFP Board's Ethical Standards.
- c) CE Ethics Sponsor shall expect a four week turnaround time for review of program application for all programs focused on CFP Board's ethical standards.

## CFP Board Ethics Continuing Education Sponsor Registration Agreement (continued)

**V. Electronic Reporting of Attendee Lists:** Sponsor agrees to electronically report Live Program attendance lists and Self-Study Program completion lists to CFP Board, using CFP Board's specified Attendance Report Form, within four weeks of a Program's completion. Sponsor further agrees to submit completed Attendance Report Forms via email to [cereport@cfpboard.org](mailto:cereport@cfpboard.org).

**VI. Program Records:** Sponsor agrees to maintain records for a period of four years following the date each Program is presented:

- The date and location of the Program presentation(s).
- The name(s) of each instructor or discussion leader.
- The list of CFP® professionals attending each Live Program presentation and/or the list of CFP® professionals successfully completing each Self-Study Program.
- The written outline of the Program presentation(s).

Sponsor understands and agrees that the above Program records will be located at the address stated at the beginning of this document unless noted below:

**Location of Records:** \_\_\_\_\_

All records are subject to audit and review by CFP Board. Sponsor agrees to make these records available as well as provide exact copies of all requested records to CFP Board or its designee during regular business hours at the location specified above for a period of four years following the date of Program offering. Sponsor agrees to notify CFP Board as to the location of these records if they are removed from the designated location prior to expiration of the above four-year period. Sponsor further agrees to cooperate to its fullest to any CFP Board inquiry regarding these records.

**VII. Program Acceptance and Advertising:** CFP Board's review of the Program materials will include a review of its use of CFP Board's copyrighted material. All references within a Program's materials to CFP Board's Ethical Standards, Anonymous Case History, Advisory Opinions or other copyrighted content must be identified as the property of CFP Board and accompanied by the copyright notice listed above in Section I of this Agreement. CFP Board's approval of a CE Program on CFP Board's Ethical Standards includes copyright usage permission to use the materials included in the Program materials, subject to the following terms and conditions:

- a) Permission granted shall extend only to the reprinting/reproducing of the material indicated in the Program materials reviewed by CFP Board, in the specific edition of the Program materials submitted to CFP Board, and permission shall not extend to use in any special, abridged, reprinted or revised edition of the Program materials.
- b) Permission extends to the distribution of the Program materials in the United States only.
- c) No changes, additions or deletions shall be made to the reprinted/reproduced material.
- d) The most current edition of the Program materials shall be maintained by Sponsor with the appropriate effective dates listed.
- e) Permission shall terminate on December 31 of the calendar year in which the Agreement is signed. Permission shall continue for the subsequent year if Sponsor re-registers with CFP Board as a CFP Board Ethics Continuing Education Sponsor for the next calendar year. Permission shall continue for each year for which Sponsor re-registers with CFP Board to be a recognized CFP Board Ethics Continuing Education Sponsor.

In consideration for compliance with this Agreement, Ethics Sponsor understands that after acceptance by CFP Board of submitted programs and receipt of appropriate fees, it may advertise itself as a "CFP Board-Registered Ethics CE Sponsor" and advise prospective attendees of the number of hours accepted by CFP Board for successful completion of the Program. Program advertisements and any communications promoting the Programs will include the following disclaimer: "While the materials for the course(s) on CFP Board's Ethical Standards have been approved by CFP Board as meeting the established standards for continuing education, CFP Board does not review the method or means of presentation and, therefore, makes no representation concerning the delivery of this information to the CFP® professional." Once a CE Program on CFP Board's Ethical Standards has been approved by CFP Board, the Sponsor may use the following phrase in advertisements and/or promotional materials: "approved by Certified Financial Planner Board of Standards, Inc." **A Program may not be advertised as being approved by CFP Board unless it has in fact been approved.**

**VIII. CFP Board's Trademark Rights:** Sponsor hereby agrees and acknowledges that CFP Board is the sole, absolute and exclusive owner of all rights, title, and interest in and to the marks CFP®, CERTIFIED FINANCIAL PLANNER™, CFP® (with plaque design) and CFP® (with flame design) ("the Marks"). Sponsor hereby acknowledges and agrees not to (i) challenge the validity of the Marks (or any other marks owned by CFP Board), (ii) adopt, use, or promote any mark that is confusingly similar to the Marks, (iii) challenge CFP Board as the sole, absolute, and exclusive owner of all right, title, and interest in and to the Marks, and the goodwill associated therewith, or (iv) take or encourage any action which would impair the rights of CFP Board in and to the Marks (or any other marks owned by CFP Board) or the goodwill associated therewith. Sponsor hereby agrees not to use the Marks, or any mark confusingly similar thereto, unless otherwise authorized to do so by CFP Board. Sponsor acknowledges and agrees that CFP Board shall have the sole right to file applications to register, and to obtain registration for, the Marks. Sponsor further agrees to cooperate fully with CFP Board in filing such applications and obtaining such registrations, including providing CFP Board with specimens of use of the Marks and executing any documents requested by CFP Board. Sponsor agrees to cooperate with CFP Board in protecting, enforcing, and defending the Marks.

**IX. Restrictions on Use of CFP Board Trademarks:** Sponsor represents and warrants that it has read, understands and agrees to adhere to all guidelines outlined in CFP Board's *Guide to Marks Use – Educational Provider Version*, as updated by CFP Board from time to time.

## CFP Board Ethics Continuing Education Sponsor Registration Agreement (continued)

Sponsor further agrees that all of its advertising, course materials and related documents in which CFP Board marks appear will also include the following tag line:

Certified Financial Planner Board of Standards Inc. owns the certification marks CFP(R), CERTIFIED FINANCIAL PLANNER(tm), CFP(R) (with plaque design) and CFP(R) (with flame design) in the U.S., which it awards to individuals who successfully complete CFP Board's initial and ongoing certification requirements.

Without limiting the other terms set forth in this Agreement, unless otherwise approved by CFP Board in writing, Sponsor shall not, directly or indirectly: (i) use the Marks in conjunction with the provision of any financial services; (ii) use the Marks in conjunction with the sale of any tangible goods; (iii) use the Marks in conjunction with the provision of any services; (iv) certify individuals to use the Marks; (v) use the Marks in any way outside the United States; (vi) unless separately authorized by CFP Board, state or imply that CFP Board has made a determination on the merits or quality of any Program that is intended to meet its continuing education requirements; or (vii) use the Marks on any materials that have any logos, insignia, marks, trademarks, service marks or trade names of any financial service company or sponsor, unless otherwise authorized to do so by CFP Board.

**X. Notification:** Sponsor shall immediately notify CFP Board in writing of any infringements, imitations, claims, or other problems with respect to the Marks which may arise or otherwise come to Sponsor's attention. CFP Board shall have the sole right, but not the obligation, to take any action on account of any such infringement, imitation, claim, or problem. Sponsor will not institute any suit nor take any other action on account of such infringements, imitations, claims, or problems without the prior express written consent of CFP Board.

**XI. Registration Fee Schedule:** Ethics CE Sponsor registration is provided on an annual, calendar year basis. Ethics CE Sponsor registration expires on December 31 of the calendar year of the signed Ethics CE Sponsor Registration Agreement. Renewal of the Ethics CE Sponsor registration is required on an annual basis.

**Annual Registration Fees:**

For Profit Company: \$200 per year

Nonprofit Organization: \$100 per year

Initial annual registration fee must accompany Ethics Continuing Education Sponsor Registration Agreement. Program application fees must be submitted with the program application. **Programs will not be reviewed unless accompanied by fees. Fees are subject to change.**

Ethics CE Sponsor may choose to have its website linked from CFP Board's website once Ethics CE Sponsor registration fee has been received by CFP Board.

All fees are nonrefundable and are subject to change.

**XII. Compliance, Maintenance, and Review:** Sponsor understands that CFP Board may audit Program(s) at CFP Board's discretion. Sponsor further understands that CFP Board's audit process may include site visits or other reviews of sponsors and Programs and require submission of additional data as needed by CFP Board to determine compliance with CFP Board's policies and requirements. Sponsor agrees to submit written notification of any change(s) affecting this Agreement and subsequently submitted Programs. Sponsors/Programs deemed by CFP Board not to comply with standards established by CFP Board may subsequently be terminated as sponsors at any time and/or have acceptance for a Program's continuing education hours modified, suspended or revoked.

Sponsor understands and agrees that failure to comply with any or all of this Agreement and/or failure to meet acceptable standards in its programs, as determined by CFP Board, may result in termination of its sponsorship and/or of acceptance of its Program(s) and that notice of such termination may be given by CFP Board to all CFP<sup>®</sup> professionals. **Sponsor hereby agrees to comply with all of the foregoing terms and conditions.**

**XIII. Indemnification:** Sponsor hereby agrees to defend, hold harmless and indemnify CFP Board, its officers, agents, affiliates, certificants, volunteers, and employees from any liability, including all claims, demands, losses or liabilities and all costs and expenses, including, without limitation, attorneys' fees, of any kind, that may arise as a result of its offering the Program(s) for acceptance by CFP Board, or out of CFP Board's acceptance of such Program(s) toward an individual's completion of CFP Board's certification requirements or out of Sponsor's breach of this Agreement, negligence or misconduct.

**XIV. Termination by CFP Board:** This Agreement may be terminated by CFP Board if CFP Board, in its sole discretion, determines that Sponsor at any time fails to comply with any provision of the Guidelines or this Agreement. In the event the Sponsor performs any act which reflects unfavorably upon CFP Board, or jeopardizes the Marks, in the sole and absolute discretion of CFP Board, CFP Board shall have the right to terminate this Agreement immediately.

Upon termination of this Agreement for any reason: (i) all rights granted to Sponsor under this Agreement shall immediately cease; (ii) CFP Board shall remove Sponsor's name and/or Program(s) from CFP Board's list of CE Sponsors upon the next version of any printed publication containing such list, and upon the next revision to any Website bearing such list; (iii) Sponsor shall immediately destroy all materials bearing the Marks, and shall further cease and desist from any further use of the Marks or any further reference to them, either directly or indirectly; and (iv) Sponsor shall not use any of the Marks or any trademark or name confusingly similar thereto.

## CFP Board Ethics Continuing Education Sponsor Registration Agreement (continued)

Removal of Sponsor from such lists shall not limit any other action CFP Board may take with respect to misuse of the Marks, including the infringement of any CFP Board trademark.

The following sections will survive the termination of this Agreement: Program Records, CFP Board's Trademark Rights, Indemnification, Limitation of Liability, Termination, and Miscellaneous Terms.

**XV. Termination for Convenience:** Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to the other party. Fees paid by Sponsor are not refundable.

**XVI. Sale of Program:** If the Sponsor of a Program accepted pursuant to this Agreement sells or loans the Program to another organization (third party), the third party must be or become a CFP Board-Registered CE Sponsor by completing a Continuing Education Sponsor Registration Agreement and submitting the required fees to CFP Board. The selling/loaning Sponsor must provide written notification to the third party that registration with CFP Board and adherence to its requirements is required prior to the presentation of materials. The selling/loaning Sponsor must also provide CFP Board with timely written notification of the transaction and the name, address and telephone number of the third party.

**XVII. Miscellaneous Terms:** Sponsor understands and agrees as follows:

1. This Agreement is governed by and construed in accordance with the laws of the United States and the District of Columbia without reference to choice of law provisions. The parties hereto agree and stipulate that this Agreement shall be deemed to have been entered into by both parties in the District of Columbia. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in either the local or federal courts of the District of Columbia, and the parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue. **EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

**If any part of any provision of this Agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.**

In the event of a breach by Sponsor of the provisions of this Agreement, CFP Board shall be entitled to recover against Sponsor all attorneys' fees and costs, including expert witness fees or expenses, incurred by CFP Board in the prosecution of any claim against Sponsor arising out of Sponsor's breach of this Agreement.

2. This Agreement will be binding on Sponsor, its survivors and assignees. However, Sponsor understands that it may not assign its rights under this Agreement or delegate or subcontract its duties under this Agreement without the express written consent of CFP Board. Sponsor understands and agrees that any attempted or purported transfer in violation of the foregoing shall be null and void and without affect.
3. With the exception of any applicable sub-agreements hereto, this Agreement embodies all of the terms and conditions of the Agreement between Sponsor and CFP Board with respect to the subject matter of this Agreement. There are no other statements, terms, conditions, representations, or warranties that have not been embodied herein.
4. The waiver by CFP Board of a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor shall any delay or omission on the part of CFP Board to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement may not be modified or amended, except in a writing signed on behalf of both parties by their duly authorized representatives.
5. Sponsor agrees not to represent itself to be, an agent, employee, partner or joint venturer of CFP Board, nor transact any business on CFP Board's behalf, nor in any form make promises, representations or warranties that incur any liability for or on behalf of CFP Board.

The undersigned, an authorized representative of Sponsor, understands and agrees that Sponsor's failure to comply with any or all of this Agreement and/or failure to meet acceptable standards in its Programs, as determined by CFP Board, may result in termination of its sponsorship and/or of acceptance of its Program(s) and that notice of such termination may be given by CFP Board to all CFP<sup>®</sup> professionals. Sponsor hereby agrees to comply with all of the foregoing terms and conditions.

**CE Sponsor Name:** \_\_\_\_\_

**Name** (please print): \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CFP Board Ethics Continuing Education Sponsor Registration Agreement (continued)

## CFP Board Ethics CE Sponsor Registration Fee

CE Sponsor registration is provided on an annual, calendar year basis. CE Sponsor registration expires on December 31 of the calendar year of the signed CE Sponsor Registration Agreement. Initial annual registration fee must accompany Continuing Education Sponsor Registration Agreement.

### Annual Registration Fees:

For Profit Company: \$200 per year

Nonprofit Organization: \$100 per year

### Method of Payment:

Check    Check Number: \_\_\_\_\_

VISA     MasterCard     American Express     Discover

Name on Credit Card: \_\_\_\_\_

Card #: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

### FOR CFP BOARD USE ONLY

Sponsor Number:		Fee Paid:	
Accepted By:		CK#:	
Date Accepted:			