



Standard Operating Procedure

Membership Classifications within GENESIS® / Genesis University™

Background

In 1998, Genesis 3, Inc., was founded to educate, certify and connect watershape professionals through coursework, projects, examination and continuing education. In January 2016, Genesis 3, Inc. merged with the National Swimming Pool Foundation® (NSPF®). GENESIS is a federally registered trademark of NSPF®, as is the GENESIS® design mark.

Genesis University™ is the creator and deliverer of the educational programs which lead to Society of Watershape Designers (“Society”) certifications. Two certification levels, SWDCM Registered and SWDCM Master, are available for those in the industry who complete the required education and who exemplify the very best in both person and product to fulfill water’s potential to the benefit of their clients and greater mankind. NSPF / GENESIS is accredited by the International Association of Continuing Education Units & Training (IACET).

GENESIS® Student or Student of Genesis University™

Industry professionals who have taken one or more GENESIS courses – no matter its length, and no matter the date. There is no logo artwork for this designation. There are no fees associated with maintaining one’s student status. Students are enrolled in the GENESIS communications database.

GENESIS® Associate

GENESIS Students who have taken and successfully completed both C201 Basic Pool Construction and E211 Basic Fluid Engineering are eligible to become GENESIS Associates. ⁽¹⁾ These two courses are critical to understanding proper pool construction.

⁽¹⁾ Because the E211 requirement was added as of 1.1.18, we have existing “GENESIS Associates” who have not yet taken BFE. They will be given until 7.1.19 to become compliant with the new requirement



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GENESIS Associates:

- Pay \$500 Annual Fee
- Accept GENESIS and Society Terms and Conditions (EXHIBIT A, or on Membership Application)
- Maintain 12 CEUs per year ⁽²⁾
- May use the appropriate logo, according to Logo Terms of Use (EXHIBIT B)
- Will receive 5% Discount on all 8+ hour schools ⁽³⁾
- Will be included in Genesis3.com web search
- Will receive an annual transcript of GENESIS courses taken

SWD^{CM} eligible

All GENESIS Associates who have completed the 150 hours required for Society of Watershape Designer (SWD^{CM}) Certification, which include D101, D201/2/3/4, D211, D231, D271 along with C201 and E211 and some elective credits.

This is not a true designation or brand; it's merely indicative that the GENESIS Associate is academically qualified for Society of Watershape Designers SWD^{CM} Registered Certification status. Note: In 2017 alone, GENESIS University had the brand / logo variant "GENESIS Graduate." This category has been eliminated because GENESIS believes in -- and its membership requires -- continuous education; meaning one never truly "graduates."

Once SWD^{CM} eligible the GENESIS Associate:

- Is entitled to a 10% discount on all 8 + hour schools. ⁽³⁾
- Is welcomed to complete an application for the Society of Watershape Designers SWD^{CM} Registered Certification, for which there is a separate Standard Operating Procedure

⁽²⁾ GENESIS accepts courses that are third-party accredited, some of which are available online. Use Form (EXHIBIT C) to seek approval prior to registering for any non-GENESIS / NSPF education.

⁽³⁾ Students must successfully complete the course, then request a credit for the discount through email to GENESIS Director of Operations, Lisa Ryckley (Lisa.Ryckley@NSPF.org)



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EXHIBIT A. GENESIS® and SOCIETY OF WATERSHAPE DESIGNERS™ TERMS AND CONDITIONS

- 1. Intellectual Property.** All Genesis University™ (hereinafter referred to as “GENESIS®”) courses, materials, books, logos, brands, images, processes, and procedures are the sole property of GENESIS® and its owners and assigns. All GENESIS® course presentations are protected by U.S. copyright laws and shall not be replicated by any person or entity without written permission.
- 2. Terms.** All Members must read, acknowledge, and abide by the terms and conditions set forth in the following documents available at www.Genesis3.com under “Certify” on the home page, which may change at any time at the sole discretion of GENESIS®: Logo Terms of Use, Position Statements of GENESIS® and any referenced standards, Position Statements of the American Shotcrete Association and any referenced standards, and these Terms and Conditions.
- 3. Codes / Other.** All Members must be aware of, and make reasonable attempts to comply with, all applicable federal, state, county, and city codes including, but not limited to, International Building Code, International Residential Code, International Fire Code, International Energy Conservation Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, National Electric Code, Model Aquatic Health Code; acquire licenses; file permits; and, maintain proper insurance, as required.
- 4. Conflict of Interest.** All Members shall avoid conflicts of interest including transactions, relationships, services, or considerations which are, or appear to be, contrary to the best interest of GENESIS® or the Society of Watershape Designers™ (“Society”); or where the interests of a member or other organization are placed above the Society itself. Members agree not to modify, revise, edit, or create derivative works from GENESIS® course materials, brands, logos, in whole or in part, or to derive personal gain from the goodwill associated with GENESIS® or the Society, whether to directly or indirectly compete with GENESIS® or the Society, or for any other purpose.
- 5. Behavior.** GENESIS® and the Society reserve the right to approve applicants for, or expel applicants from, any of its schools, programs, or certifications. Students must act in an appropriate professional, moral, drug-free, and ethical manner, in class and in the marketplace else be subject to suspension or expulsion.
- 6. Release.** Members hereby freely and voluntarily, jointly and severally, release the officers, members and staff of GENESIS® and the Society from all liabilities, claims, or demands whatsoever arising from the actions, including but not limited to any personal injury to you or others associated with you whether such injury or damage is caused by actions of the elements or by acts or omissions of any such parties, whether such injury or damage occurs prior to, during, or after the event. The person attending GENESIS® courses shall indemnify GENESIS® from liability that may result from the participant’s or participant’s party’s actions or failure to act in any manner whatsoever.



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EXHIBIT B. LOGO TERMS OF USE

1. The National Swimming Pool Foundation® (NSPF®) logo, which shall only be used by NSPF, GENESIS® and authorized agents for digital or print media is shown here:



2. The GENESIS® base logo which shall only be used by NSPF, GENESIS® and authorized agents for digital and print media is shown here:



3. A specific variant of the GENESIS® base logo includes a subtitle sponsor, which shall only be used by current sponsors.
4. A specific variant of the GENESIS® base logo includes a subtitle Associate, which shall only be used by students who successfully complete GENESIS® CONSTRUCTION 201 and GENESIS® ENGINEERING 211, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements.



5. The trademark Genesis University™ can be used in text by GENESIS® Students, GENESIS® Associates, and certified members of the Society of Watershape Designers^{CM}.



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6. The design mark for Society of Watershape Designers has been classified as a certification mark. SWD is also a certification mark to be accompanied by the text Registered or Master – the two certification levels within the Society of Watershape Designers^{CM}. In addition to a logo, GENESIS[®] created a seal for the Society of Watershape Designer certifications for use by SWD Registered and SWD Masters. Neither logo nor seal can be used in a way that gives the appearance that a person has achieved a higher certification level than the person has actually achieved.



7. The National Swimming Pool Foundation[®] (“NSPF[®]”) grants graduates of the CPO[®] Certification program a limited, and graduates of the AST[®] Certification program a limited, non-exclusive license to use the appropriate name(s) and/or logo(s) (the “NSPF[®]” Marks), solely in connection with the promotion of the status of having the certification(s.)



8. The logos here presented, as well as others within its stable of products and services, are the exclusive copyright-protected property of NSPF/GENESIS. Parties that choose to use the logo(s) due so with temporary authorization only which may be revoked at any time. If a user loses its logo privilege they must remove it from digital and print media within 30 days and 180 days, respectively.

9. NSPF/GENESIS reserves the right to modify its logos at any time and is not responsible for expenses that may be required to update user’s digital or print media. Changes requested by NSPF/GENESIS shall be completed for digital media within 30 days and for print media within 180 days.

10. In some cases, the logos are available in other colors and grayscale for use over dark backgrounds. The logos shall not be modified by the user except for changes in proportional scale. This



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includes font style and spacing and color changes. The logo shall not be rearranged to move or scale the triangles relative to text. Authorized users shall obtain copies of the logo from NSPF/GENESIS. Do not copy from other sources.

11. For GENESIS® specific logos, when used for digital media (e.g. websites, e-mail signatures, social media, blogs, advertising, etc.) the image shall be clickable and shall link to <http://www.genesis3.com> and no other site, subdomain or specific page within the <http://www.genesis3.com> site. For NSPF specific logos, the image shall be clickable and shall link to <http://www.nspf.org> and no other site, subdomain or specific page within the <http://www.nspf.org> site.



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EXHIBIT C: EDUCATION WAIVER FORM

No. # _____

NAME _____ DATE _____

COMPANY _____

STREET ADDRESS _____

CITY _____ ST _____ ZIP _____ COUNTRY _____

EMAIL _____ PHONE / Cell _____ FAX _____

CLASS WAIVER IS REQUESTED FOR: _____

REASON FOR WAIVER: _____

NAME OF INSTITUTION: _____

DESCRIPTION OF CLASS TAKEN: _____

COPY OF TRANSCRIPT ATTACHED YES _____ NO _____

APPROVED: _____ DENIED: _____

REASON FOR DENIAL: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Each substitution or wavier of class must be accompanied by a \$50 check for Internal Posting
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Lisa Ryckley (Lisa.Ryckley@nspf.org)