



GENESIS®, Genesis University™ and Certifications within



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 certifications within the Society of Watershape Designers (“Society”). NSPF / GENESIS is accredited by the International Association of Continuing Education Units & Training (IACET).

Classifications within GENESIS and the Society of Watershape Designers

All industry professionals who take one or more GENESIS® classes are GENESIS® Students.

GENESIS® Students who take and successfully pass GENESIS® CONSTRUCTION: 201 Basic Pool Construction are GENESIS® Associates. The career progression of each GENESIS® Builder is tracked as they work to amass the 150 credit hours of GENESIS® instruction that qualifies them as a GENESIS® Graduate.

GENESIS® Graduates are encouraged to apply for membership within the Society – progressing from the entry certification level of SWD^{CM} Registered, leading ultimately to SWD Masters in the field of pool design and construction. (Note: the SWD Associate certification level -- established briefly at the time of the merger and now equivalent to GENESIS® Associate -- has been eliminated, ensuring that all certified members of the Society are full-fledged GENESIS Graduates.)

Contents

EXHIBITS A & B outline the criteria, fee requirements and benefits of classifications within GENESIS® and the Society. EXHIBITS C & D outline Terms and Conditions of Membership and Logo Use, respectively. EXHIBIT E is a form used to seek CEUs from non-GENESIS® courses. EXHIBIT F is the protocol by which SWD Registered can apply for SWD Master status. APPENDIX answers Frequently Asked Questions.

EXHIBIT A. EDUCATION AND CERTIFICATION PROGRESSION




EXHIBIT B. SOCIETY REQUIREMENTS AND BENEFITS

REQUIREMENTS	SWD^{CM} Master	SWD^{CM} Registered
Is a GENESIS [®] Builder, having completed C201	Yes	Yes
Is a GENESIS [®] Graduate, having completed 124 core hours of training (D101, D201/2/3/4, D211, D231, E211, C201) plus 26 hours of electives	Yes	Yes
Has accepted the Society of Watershape Designers ^{CM} (Society) Terms and Conditions	Yes	Yes
Has paid the annual Society membership fee and attained the necessary 12 CEU hours annually	Yes	Yes
Has been recommended for SWD Master status and has been accepted by peers based on personal attributes, professional achievements and sound business practices.	Yes	No

BENEFITS	SWD^{CM} Master	SWD^{CM} Registered
Permitted to use logos of GENESIS [®] Associate, GENESIS [®] Graduate and SWD Registered and SWD Digital Seal	Yes	Yes
Permitted to use SWD Master logo	Yes	No
% Discount on Genesis University TM education	20%	10%
Acknowledged as an SWD member on GENESIS [®] and Society websites	Yes	Yes
Eligible to volunteer on Society Taskgroups	Yes	Yes
Eligible to be elected to Advisory Board or selected for Education Board	Yes	No
Eligible to serve as Technical Assistants during GENESIS [®] schools	Yes	No
Invited to Annual SWD Masters meeting at International Pool Spa Patio EXPO	Yes	No
Projects eligible for the Outdoor Living Showcase Website (priority to given Masters)	Yes	Yes
Eligible for special discounted media rates for SWD Masters	Yes	No
Have dedicated page on Society websites	Yes	No
Projects featured in advertising and GENESIS [®] educational programs	Yes	No
Receive special callouts in print advertising and social media	Yes	No
Receive media inquiries for information and interviews	Yes	No



EXHIBIT C. GENESIS® ASSOCIATE, GRADUATE and SOCIETY MEMBER 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 express 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 the SWD Code of Conduct.
- 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, the National Electric 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 either GENESIS® or the Society’s best interests, or where the interests of a member or other organization have the potential to be 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 for the purpose of directly or indirectly competing 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 a professional, moral, drug-free, and ethical manner, else be subject to suspension or expulsion. Inappropriate behavior during GENESIS® schools and programs will not be tolerated.
- 6. Privilege.** Membership in the Society is a privilege, not a right. The privilege of Society membership may be suspended or revoked by an affirmative vote of 2/3 of the GENESIS® Advisory Board for improper conduct or actions considered contrary to the best interests of the Society.
- 7. Release.** By signing the membership application, you 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.



EXHIBIT D. 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:



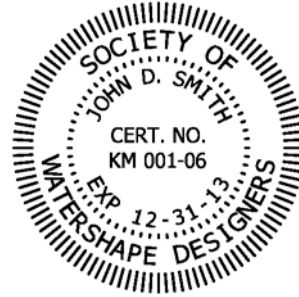
3. A specific variant of the GENESIS® base logo includes a subtitle sponsor, which shall only be used by current sponsors.
4. A specific variant of the GENESIS® base logo includes a subtitle student, which shall only be used by students who successfully complete at least one GENESIS® class.
5. A specific variant of the GENESIS® base logo includes a subtitle builder, which shall only be used by students who successfully complete GENESIS® CONSTRUCTION 201, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements.
6. A specific variant of the GENESIS® base logo includes a subtitle graduate, which shall only be used by students who successfully complete the 150 hours of education required for certification within the Society of Watershape Designers, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements. All certified members of the Society of Watershape Designers may also use this logo variant.



7. The trademark Genesis University™ can be used in text by GENESIS® Students, GENESIS® Associates, GENESIS® Graduates, and certified members of the Society of Watershape Designers.



8. 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. 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.



9. The National Swimming Pool Foundation® (“NSPF®”) grants graduates of the CPO® Certification program a limited, and graduates of the AST^{CM} 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.)



11. 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.

12. 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.

13. 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 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.

14. 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.



EXHIBIT E: EDUCATION WAIVER FORM

No. # _____

NAME _____ DATE _____

COMPANY _____

STREET ADDRESS _____

CITY _____ ST _____ ZIP _____ COUNTRY _____

EMAIL _____

PHONE _____ FAX _____ CELL _____

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

Genesis University™
2327 Lionheart Drive, Murfreesboro, TN 37130
615-907-1274 615-907-7338 f
lisa@genesis3.com www.genesis3.com



EXHIBIT F: PROTOCOL FOR SEEKING SWD MASTER STATUS

- I. A Candidate for **SWD** Master Status (“Candidate”) must:
 - a. Be an **SWD** Registered member in good standing;
 - b. Secure a written recommendation from a current **SWD** Master, who has worked with the Candidate and knows his reputation;
 - c. Send the letter of recommendation to the GENESIS® Director of Operations (“Director”);
- II. Director shall:
 - a. Connect with the Candidate, and provide the **SWD** Master Application (“Application”);
 - b. Alert the Managing Director, recommending **SWD** Master, and the Advisory Board (AB) about the pending Application.
- III. The Candidate shall complete Application and submit it to Director along with the following:
 - a. Work Product—3 completed projects, preferably from 5+, 3 and 1 years past. Include concept drawings, construction plan documents, construction photographs (steel, plumbing, finish material install, pre-deck), proposal and construction contract, completion photographs;
 - b. Reference list of 3 clients, with 2 of the 3 currently owning pools submitted as Work Product. All three clients must be open to contact. Include contact name, address, phone no. and email;
 - c. List of 3 key industry vendors. Include contact name, company, address, phone no. and email;
 - d. List of 3 key subcontractors. Include contact name, company, address, phone no. and email.
- IV. Director shall alert Managing Director, recommending **SWD** Master and AB when the Application is complete and ready for peer review.
- V. Within 30 days of receiving Application, a minimum of two of the three current AB members shall perform the following:
 - a. Review submittal for completeness and alert Director of anything rendering the Application incomplete;
 - b. Interview the Recommending **SWD** Master about the Candidate;
 - c. Contact the consumer references by phone;
 - d. Contact industry vendors / subcontractors as needed to verify business practices;
 - e. Interview the Candidate by phone.
- VI. Within 45 days of receiving Application:
 - a. The participating AB members shall write a formal report on their findings and share it with the third AB member, should he / she not have been involved in the vetting process.
 - b. AB, acting unanimously, shall submit their report – containing the recommendation to either accept or deny **SWD** Master Status for Candidate -- including their reasoning -- to the Managing Director with a copy to the Director and the recommending **SWD** Master, any of whom may request a conference call with AB to discuss the matter further prior to notifying the Candidate of GENESIS®’s final decision.
- VII. Within 60 days of receiving Application:
 - a. Director shall alert the Candidate of GENESIS®’s final decision. Note: Should the request for **SWD** Master status be denied, Candidate shall be eligible to reapply after two calendar years, so long as their **SWD** Registered status remains current.



APPENDIX: Frequently Asked Questions:

Why become a member of the Society of Watershape Designers?

SWD certifications are marketed to the public – meaning other trade professionals and homeowners. Fifty percent of all certified member fees are directed toward efforts to reach those end consumers. There are other benefits listed below; but, most importantly, **SWD members form a strong family creating the most beautiful watershapes in the world and assisting one another along the path to professional and personal excellence.**

In addition to networking and education, what benefits accrue to **SWD certification holders?**

The specific benefits for the **SWD** certification levels are outlined in EXHIBIT B. Generally speaking:

- **SWD** certification holders are eligible for discounts on GENESIS® education. Such discounts shall be honored, upon request, after the student successfully takes and passes the course.
- **SWD** Registered and **SWD** Masters have access to, and permission to use, the Genesis Builder and Graduate logos, the Society of Watershape Designers logo and Society of Watershape Designers seal (digital) according to the Terms of Use (EXHIBIT D.)
- **SWD** certification holders receive exposure – via the web, social media, print advertisements, print editorials – when the Society of Watershape Designers and its certified members are promoted to other professionals and the buying public.

What are **SWD certification member fees used for?**

Half of all **SWD** certification fees are used to support the work of GENESIS® in creating and delivering educational content to raise the professionalism of the pool and spa industry. The other fifty percent of fees support the promotion of the Society of Watershape Designers certifications and holders.

What are the Continuing Education requirements for **SWD certification?**

To simplify things, all **SWD** certifications require 12 GENESIS®-approved CEUs per year. Carryover credits are possible from one year to the next; meaning if a student has taken a sixteen-hour GENESIS® course, four credit hours can rollover to the following calendar year, leaving only 8 more hours to meet that year's requirements.

Where can I get my Genesis transcript?

GENESIS® makes a transcript available to all GENESIS® Associates, Graduates and Society Members at the end of each calendar year. With NSPF as its partner, we are moving towards a system that enables transcripts to be created and viewed throughout the year, but we're not there yet.



Can non- GENESIS® courses apply towards re-certification CEU's?

GENESIS® believes that third-party accreditation is paramount to the quality and validity of any educational system. For **SWD** Registered and **SWD** Master members, courses taken for personal and professional gain may be deemed acceptable as Continuing Education Credits, especially if offered by an IACET-approved provider. To ensure that credits will apply towards re-certification, the GENESIS® Student should seek approval *in advance* of registering for any non- GENESIS® education (See Form EXHIBIT E).

Can GENESIS® courses be repeated, and still apply toward CEU requirements?

Yes, as courses are updated. GENESIS® works hard to ensure its classroom instruction remains cutting edge. **SWD** Registered and **SWD** Masters should review the Genesis University™ Catalog and sign up for new *and* improved courses – not only for personal advancement, but also to meet, encourage and mentor new GENESIS® Students, perpetuating the family network that makes GENESIS® so successful and unique.

Is online learning an option?

Yes! Through its merger with NSPF, also an IACET-approved content provider, GENESIS® Students and **SWD** members are welcome to take any online courses that NSPF offers to satisfy CEU requirements. Such courses are NOT substitutionary with respect to achieving **SWD** Registered status – neither for required courses or options. However, such online courses may be used by **SWD** Registered and **SWD** Masters to fulfill their ongoing CEU certification requirements.

What are the GENESIS® Position Statements?

GENESIS® founders, faculty and **SWD** Masters have created “Position Statements” on a variety of topics important to industry professionals. These papers can be found at www.Genesis3.com under “Connect” off the Home page. All GENESIS® Associates, Graduate and **SWD** candidates must download the Position Statements, review them and acknowledge / read receipt as part of the application process.