

Northeastern Workforce Development Board (NWDB) General Policies and Procedures	ON-THE-JOB-TRAINING (OJT) POLICY
Policy 005	EFFECTIVE DATE: 8/15/2016 <i>Revised: 5/15/2018; 09-14-2023; 6-12-2025</i>
Approved by: Northeastern Workforce Development Board	Executive Director: <i>Helen E. Wallenfu</i>

GENERAL INFORMATION:

The following policies and procedures govern the application of On-the-Job-Training (OJT) for WIOA Title I eligible adult, dislocated worker, and youth participants. They are based on the Workforce Innovation and Opportunity Act Sec. 134(c)(3)(A – D)(H), and 20 CFR 680.700-740 (Adult & DW), and WIOA Sec. 129(c)(2)(C)(iv) and 20 CFR 681.460(a)(3)(iv) and 681.600(a-c) (Youth).

[ATTACHMENT: OJT Contract](#)

On-The-Job Training (OJT) is provided under a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the reimbursement of the extraordinary costs of providing the training and supervision related to the training.

General Provisions

On-the-Job Training (OJT) may be provided to WIOA-eligible unemployed workers and to employed workers who meet WIOA requirements. Such training may be approved only if NWDB's Service Provider(s) determines that:

- a. No currently employed individual is displaced by such eligible workers, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- b. Such training does not impair existing contracts for services or collective bargaining agreements;
- c. In the case of training that would be inconsistent with the terms of a collective bargaining agreement, written concurrence has been obtained from the concerned labor organization.
- d. No other individual is on layoff from the same or any substantially equivalent job for which such eligible worker is being trained;
- e. The job for which the eligible worker is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals;
- f. The employer has not terminated the employment of any regular employee or otherwise reduced the workforce with the intention of filling the vacancy created by hiring the eligible worker;

- g. Positions must be full-time based on employer's definition of full-time but never less than 30 hours.
- h. Part-time positions are only permissible if there is documentation that the trainee has conditions limiting them to part-time work such as a disability or health concern.
- i. No OJT will be written for seasonal or temporary positions.
- j. Such training is not for the same occupation from which the worker was separated and with respect to which such worker's group was certified pursuant to section 222 of the Trade Act of 1974;
- k. Can be entered into with registered apprenticeship program sponsors or participating employers in registered apprenticeship programs for the OJT portion of the registered apprenticeship program consistent with CFR 680.700 and listed on the ETPL.
- l. No OJT will be written at minimum wage, and preference will be given to businesses that pay at or above 110% of the current state minimum wage rate. If a business' starting wage falls to under 110% minimum, considerations such as job seeker challenges, available jobs within the immediate geographic area, and customer choice will be reviewed. In addition, those businesses must offer at least one of the following:
 - Wage progression resulting in an increase by end of 1st year
 - Sign on bonus of \$1000 or more
 - Benefits Package
 - Training that results in transferable skills
 - Opportunity for advancement
- m. OJT contracts may be written for employed workers when the employee is not earning a self-sufficient wage of at least 125% of the applicable minimum wage as determined by NWDB policy and relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by NWDB.
- n. Contracts must not be written with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
- o. Preference is given to an employer whose positions fall under the LWB sectors (Healthcare, Educational Services, Manufacturing, Construction & Related Trades, Retail and Service, Accommodations and Food Services but not mandatory).

Employer Guidelines

Providers of OJT are not subject to the requirements for Eligible Training Providers found in WIOA sec.122 (a) through (e). However, NWDB'S Service Provider(s) are responsible for collecting performance information from OJT providers as the Governor may require. Key considerations of an OJT Provider are:

- a. Willing and able to provide the necessary supervision and skill development opportunity to the customer and, who guarantee to employ the customer upon the completion of the contract period.
- b. The instructor(s) or other staff responsible for delivering the training in the OJT training plan will have time (away from production and other duties) to carry out the teaching necessary for the participant to successfully complete the training
- c. The business has operated at its current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S., can verify that employees were not laid off at the previous location because of the relocation;

- d. Certifies to NWDB's Service Provider(s) that the employer will continue to employ the eligible worker for at least 26 weeks after completing the training if the worker desires to continue such employment and the employer does not have due cause to terminate such employment;
- e. Has not received payment for any other OJT training provided by such employer which failed to meet the requirements under general provisions paragraphs a through f in the previous section or such other Federal law; and
- f. Has not taken, at any time, any action that violated the terms of any certification described in paragraph d of this section made by the employer with respect to any other on-the-job training provided by the employer for which the employer has received a payment.
- g. The employer will comply with the non-discrimination and equal opportunity provisions of WIOA law and regulations.
- h. The employer provides OJT participants' benefits (e.g., workers' compensation, health insurance, unemployment insurance, retirement benefits) at the same level and to the same extent as other participants or employees working a similar length of time and doing the same type of work.
- i. There must be a formal payroll system where employee hours are tracked and standard deductions taken for IRS, social security, etc.
- j. Employer certifies that no member of the OJT trainee's immediate family will directly supervise the OJT trainee. For this policy, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or people bearing the same relationship to the OJT trainee's spouse.
- k. Positions must be full-time based on employer's definition of full-time but never less than 30 hours
- l. The Contractor agrees not to subcontract OJT.
- m. Part-time positions are only permissible if there is documentation that the trainee has conditions limiting them to part-time work such as a disability or health concern.
- n. Employees must be covered by Worker's Compensation.
- o. Agrees to periodic visits by Service Provider staff and to do monthly invoices.
- p. Agrees to inform the Service Provider and trainee of any problems and to work out a correction plan, if appropriate.
- q. If the Contractor must lay off employees, it agrees that it will lay off Trainees before it lays off a regular employee.
- r. Agrees that the Trainee shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship.
- s. Agrees that the Trainee will not be involved in political activities during work hours.
- t. Agrees to indemnify, defend and hold harmless the Grantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all persons or entity involved in the performance of this contract, and from any and all claims and losses accruing and/or resulting to any person or entity who may be injured or damaged by the Contractor or Trainee in the performance of this contract.

Participant Criteria

An initial interview must be conducted by workforce development specialist to determine if participant is properly matched to the training placement using the following questions below to pre-screen participant or participant completes a Career Interest Profiler (CIP), Work Interest

Profiler (WIP), and/or the Comprehensive Adult Student Assessment Systems (CASAS) that meet employer expectations.

- a. They must be eligible for one of the WIOA Title 1B training programs
- b. Needs to learn skills for the desired position.
- c. Can the position be obtained at this business without OJT training?
- d. What is the best way for the individual to obtain the skills needed – OJT, occupational skills training, or both?
- e. Is the OJT occupation the participant is engaging in correctly classified so that adequate training time can be determined?
- f. Does the training time for that occupation allot enough time for the participant to learn the job?

Contract Requirements

- a. Contracts must not be written with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
- b. Service Providers must develop OJT contracts that specify the occupation(s) for which training is to be provided, the duration, the number of participants to be trained in each occupation, wage rates, reimbursement rate, maximum amount of reimbursement, a job description or training outline of what the participant will learn, and any other separate classroom training that may be provided.
- c. Employer must sign the approved contract (attachment A) prior to the trainee beginning work.
- d. Employer will maintain and make available time and attendance, payroll and other records to support amounts reimbursed under OJT contracts.
- e. An OJT contract must be limited to the period required for a participant to become proficient in the occupation for which the training is being provided. NWDB'S Service Provider(s) will not write an OJT contract for less than four (4) weeks or to exceed twenty-six (26) weeks.
- f. Costs for classroom or other additional training may be included in the OJT contract in addition to wage reimbursement if the classroom training is related to the occupation and necessary for adequate performance of the occupation.
- g. Service Provider can use one contract with different training plans for participants the employer hires when an employer wants to train multiple participants.
- h. All OJTs are contingent upon the availability of funding.

Training Plans

- a. Service Providers must ensure the employer has the capability to provide OJT.
- b. The plan outlines all the specific skill requirements for the OJT occupation.
- c. The plan addresses the participant's assessed skills gap(s) for the OJT occupation.
- d. Upon successful completion of the plan, the participant will acquire the skills necessary to meet all requirements of the job.
- e. Service Provider working with the employer, determines the job title for the position to be trained for, referencing O*NET Online (<http://online.onetcenter.org>).
- f. From O*NET Online, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training and consider the participant's past work experience, knowledge, and skills gap to assist in determining the length of training.

- g. It may be necessary to deviate from the training schedule, depending on the participant's ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the participant or the employer, provide modifications in writing to Service Provider.

Employer Payments

A wage cap is an upper limit on the hourly wage rate that is eligible for reimbursement. A reimbursement rate, or reimbursement level, refers to the percentage of the OJT participant's hourly wage or wage cap that can be reimbursed to an employer. The wage cap is set at the average hourly wage rate provided by the Bureau of Labor Statistics in the Quarterly Census of Employment and Wages. The training reimbursement percentage is applied against the participant's wage rate unless the wage rate exceeds the state's average hourly rate. When the latter occurs, the training reimbursement percentage must be applied against the state's average hourly rate. The wage cap shall not to exceed 50 percent of the participant's wage rate or the ETA established wage cap.

There will be no reimbursement of “non-regular” wages such as overtime pay, shift differential, premium pay, etc. The service provider can pay up to 50% of the regular wages for overtime hours if training occurs during those hours, but reimbursement will not be made at the time and a half rate—only at the regular wage rate.

Based on section 134(c)(3)(H) of WIOA, the Board has the flexibility to increase the reimbursement level to up to 75 percent considering the following factors:

- Participant experienced incarceration, inpatient treatment, lived at a homeless shelter, for 30 day period or longer over the past 6 months.
- Employer has been in business for less than 5 years and employees less than 20 employees.
- Employer provides \$1.00 or more per hour wage increase to employees upon completion of OJT, employee benefits, pension plan, and promotional opportunities.

Employer Services Tracking Requirement:

According to the Maine Department of Labor's Employer Services Tracking Guide, employers receiving WIOA services, such as reimbursement through an OJT, must have an account in Maine JobLink (MJL). Staff may not create an account for the employer, but may provide a guide, located in the Employer Services Tracking Guide, that outlines easy to follow steps to help create an account. Staff must enter the employer service contact note regarding training in the MJL employer account within 10 days of the business receiving the service.

Monitoring

Service Providers shall monitor OJT jobsites no less than bi-weekly by designated workforce representative to ensure the validity and propriety of amounts claimed for reimbursement and that training is provided as specified in the contract.



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ON-THE-JOB TRAINING CONTRACT

This contract is entered into by the Eastern Maine Development Corporation of 40 Harlow Street, Bangor, Maine 04401 hereinafter referred to as **Grantor**, and by:

Name:	
Address:	

Hereinafter referred to as the **Contractor**.

This contract is negotiated under the authority of the Workforce Innovation and Opportunity Act.

The Contractor will perform its duties in accordance with said Act, and all applicable Federal, State, and local laws that relate to the employment of persons with are trained under this contract.

This contract is contingent upon the receipt by the Eastern Maine Development Corporation of a grant from the Maine Department of Labor, Bureau of Employment Services for employment and training services, and the continued funding of said grant during the period of this contract.

Company Name:		
Training Location:		
Telephone:		
IRS Employer Identification Number:		
Number of Employees:		
Number of Employees in Occupations Selected for Training:		
Percentage of Workforce:		
Contract Period:	From:	To:
Trainee Name(s) and ID Number(s):		
Training Supervisor:		
Grantor Contact Person:		



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COST INFORMATION

Funding Source:	WIOA	Rate of Reimbursement	
WIOA Program Title:		Regular (%)	\$0.00
Average Hours Per Week:		Upgrading (%)	N/A
		Special (%)	N/A

Job Title	SVP	Total Training Hours	Starting Hourly Wage Rate	Ending Hourly Wage Rate	Maximum Contract Payment by EMDC
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total Hours	N/A				\$0.00

Additional Costs* Reimbursed Contributed by EMDC	\$0.00
Total Contract Cost	\$0.00

*Justification of Additional Costs (if applicable):

NOTE: Documentation of these additional costs in the form of invoices and receipts must be maintained by the Contractor and provided to the Grantor.

Is this position(s) subject to the Davis-Bacon wage rates?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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TRAINING PLAN SUMMARY

Job Description: Summarize the major job duties of the position.

Position:	
Reports to:	
Responsibilities:	
Please attach a job description (below):	

Training Outline: Identify the skills to be trained, including people-data-things related skills, the training time devoted to the development of each skill, and estimated completion date for each skill.

TRAINING OBJECTIVES (stated in terms of skills)	TIME (Hours)	Skill Not Started	Skill In Progress (%)	Skill Completed
TOTAL				



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Monitoring Schedule: The Grantor will make telephone contact/check-in during the first two weeks of contract, followed by a site visit to check-in with the Trainee and Contractor every four weeks thereafter. The Grantor will also conduct a mid-point on-site visit and interview the Trainee and Trainee's supervisor that includes a progress review of the training objectives listed in the contract. During the final week of the contract, the Grantor will conduct a review with the Trainee and Contractor to close out the contract.

Contact/Evaluation Schedule	Date & Time	Location	Staff Present (EMDC)
Initial Contact (within 2 weeks)			
First Month Evaluation			
Second Month Evaluation			
<i>Third Month Evaluation / Fiscal Monitoring</i>			
Fourth Month Evaluation			
Fifth Month Evaluation			

Method of Training, Evaluation, and Verification: Specify the training methodology, how the Trainee will be evaluated and how often and how the Contractor will verify that the skills are attained.

Trainee will work with supervisor to ensure each skill is being attained. Contractor will utilize spreadsheet to document hours completed each week, with a signature by supervisor

Workforce Development Specialist from EMDC will visit monthly to go over plans, and ensure contract is being enforced and Trainee is learning skills identified.

Please see attached performance evaluation to be completed monthly by worksite supervisor. Evaluation will be reviewed with Grantor staff present.

Name of Trainer & Title:



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Terms and Conditions

1. OJT is a “hire first” program. The Contractor agrees to formally hire the Job Training System (OJT) Trainee as a regular employee at the outset of this contract. The Trainee, then, is bound by all of the employer’s personnel regulations/requirements.
2. As set forth in WIOA, Contractor must hire and maintain Trainee as a regular member of Contractor’s workforce, subject to the same conditions of employment as Contractor’s other regular employees. The expectation is that the Contractor will retain the Trainee in unsubsidized employment after the Trainee’s OJT ends at a wage no less than the wage in place at the termination of the OJT.
3. In addition to being the Trainee’s employee of record and placing the Trainee on Contractor’s regular payroll, Contractor hereby represents and warrants that the Trainee will receive the same wage and benefits as Contractor’s other employees performing same or similar work; will be provided clothing or equipment if such is provided to Contractor’s other employees performing same or similar work; and will be provided supervision and training in the occupation for which s/he is hired in order to attain full competency in the targeted occupation.
4. Should the employer terminate the Trainee’s employment at any time during the OJT, Contractor agrees to refer the Trainee back to the Grantor for additional career counseling.
5. Conditions of employment and training will be in full accordance with all applicable Federal, State, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Trainee.
6. The Contractor shall not subcontract On-the-Job Training.
7. The Contractor agrees not to hire any Trainee under this contract if a member of that Trainee’s immediate family is engaged in an administrative capacity for the Contractor including any supervisory or training capacity related to this contract.
8. The Contractor agrees that this OJT contract may not result in the displacement of currently employed workers; cannot reduce the hours of employment of current workers below their normal schedule or to less than full time as defined by Contractor policy; or be contracted where any worker is on layoff or has been bumped from the same or substantially equivalent job for which the Trainee will be trained.
9. In the event of Contractor layoff, the OJT Trainee in the affected occupation(s) must be laid off before any non-OJT employees who hold the same type of job.
10. The Contractor shall maintain weekly time and attendance records signed by the Trainee and supervisor indicating the number of hours worked by each OJT Trainee on a daily basis. These, along with payroll or



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earning records identical to those of non-OJT employees, cancelled payroll checks; receipts for additional costs for OJT Trainees as authorized by this contract, and any personnel records, including Trainee evaluations completed pursuant to his/her contract must be maintained by the Contractor for a period of three (3) years from the termination of the contract. The Contractor further assures that said duly authorized agents of the Grantor would make documents available for review. **(SEE CONTRACT ADDENDUM 1 attached, which lists specific items that will be reviewed by Finance Representative)**

11. The Contractor agrees to conform to the Grantor method of reporting all program activities. This consists of completing a monthly invoice for the preceding pay period and a monthly evaluation of the Trainee's progress toward attaining skills outlined in the Training Plan Summary. The Grantor will furnish the Contractor with the necessary forms and procedures to meet these reporting requirements.
12. The Contractor agrees to submit quarterly contribution and wage reports for OJT contract wages to the Employment Security Commission.
13. The Contractor agrees to invoice the Grantor in accordance with the wages set forth in the Cost Information Section of Page 2 of this contract and to pay the Trainee accordingly. Documents must be provided to reconcile to the hours/amounts invoiced.
14. The Grantor agrees to reimburse the Contractor monthly, upon timely receipt of properly completed invoices, for expenditures incurred during the preceding month. Reimbursement will be made for wages only to a maximum of the total hours listed under the Training Outline on Page 3 of this contract. If hours are not completed within contract dates, a modification will be done to extend the end date. Extension of the end date alone does not increase the reimbursement amount. No contract will be written beyond six months. Reimbursement will **not** be made for holidays, sick, vacation, court, or military leave.
15. The Contractor agrees to notify the Grantor and the Trainee of any problems or circumstances that could eventually lead to the termination of this OJT contract in order to allow reasonable opportunity for corrections or improvements in performance, including substandard or unsatisfactory progress or conduct. The Contractor understands that this requires only that the Grantor be given notice of problems, and that the Grantor may not interfere with the employer/employee relationship between the Contractor and Trainee.
16. The Contractor will assure that all OJT Trainees funded under this contract are covered by Worker's Compensation including medical, accident and income maintenance insurance at the same level and to the same extent as other similarly employed who are covered by Worker's Compensation statute or system. Each OJT Trainee who is employed where other similarly employed are not covered by Worker's Compensations statute shall be provided with medical and accident insurance benefits comparable to the medical and accident insurance provided under the applicable State Worker's Compensation statute. Such



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insurance must be obtained prior to hiring the participant. As the Trainee's employer, the Contractor is solely liable for any work-related injuries.

17. The Contractor agrees to comply with the Grievance Procedure as established by the Grantor.
18. The Contractor will ensure that health and safety standards established under State and Federal law shall be applicable to OJT Trainees under this contract. Participants trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
19. The Contractor will ensure that OJT Trainees will be compensated at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rates specified in the Fair Labor Standards Act of 1938 and of the applicable State or local minimum wage law.
20. The Contractor will ensure that OJT funds will not be used in the relocation of establishments from one area of the country to another if the relocation results in increased unemployment in the area of original location.
21. The Contractor will ensure that State Job Training funds will not be used in the relocation of establishments from one area of the State to another if the relocation results in increased unemployment in the area of original location.
22. The Contractor will ensure compliance with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program of activity.
23. The Contractor will ensure compliance with Title VI of the Civil Rights Act of 1964 as amended in that no OJT Trainee shall be discriminated against on the ground of race, color, sex, or national origin. And to the extent such provisions are applicable to them, the Contractor agrees to comply with Title IX of the Educational Amendments Act of 1972 as amended, the Age Discrimination Act of 1975 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, the Maine Human Rights Act and other applicable nondiscrimination laws.
24. The Contractor will ensure that Trainees under this contract will not be involved in political activities during work hours that are reimbursed by the Grantor.



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25. The Contractor will ensure that OJT Trainees will not be employed on the construction, operation, or maintenance of that part of any facility that is used for religious instruction or worship. Employment or training of OJT Trainees in sectarian activities is prohibited.
26. The Contractor will ensure compliance with applicable provisions of the Davis-Bacon Act.
27. The Contractor will ensure compliance with all applicable Federal, State, and Local Child Labor Laws.
28. The Contractor agrees to indemnify and hold harmless the Grantor, their officers, directors, employees, and agents from and against every expense liability, or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, their officers, directors, employees, or agents arising from the performance of the Agreement.
29. The Contractor shall be liable to the Grantor for all expenditures made by the Contractor or its agents in violation of the Workforce Innovation and Opportunity Act or the regulations promulgated thereunder.
30. The Contractor assures that they have not been debarred or suspended in regard to federal funding.
31. The Contractor further assures that OJT funds will not be used to assist, promote, or deter union organizing.



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MODIFICATION AND TERMINATION

This Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of Agreement purpose. Such actions include, but are not limited to, withdrawal of WIOA funding by the United State Congress, or the failure by the United State Congress to reauthorize WIOA program activities.

Contractor's failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Contractor understands and agrees that such failure may, at the discretion of the Grantor, result in any training furnished being considered unauthorized under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.

Either party, for any reason upon ten (10) days' written notice to the other may terminate this Agreement.



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SIGNATURE PAGE

Grantor Name:
Title:

Contractor Name:
Title:

Grantor Signature

Date

Contractor Signature

Date

If the Contractor representative who signed above is not the Chairman, President, Director, or Owner of the business, the following must be completed when the Chairman, President, Director, or Owner is available.

I, INSERT NAME, certify that I am the INSERT TITLE of the corporation, commission, association, or public agency named as the Contractor herein; that INSERT NAME, who signed with contract on behalf of said Contractor, was then INSERT TITLE of said corporation, committee, association, or public agency; that said contract was duly signed for and committee, commission, association, or public agency powers.

Name

Signature

Date

Is this position(s) subject to a collective bargaining agreement? ☐ YES ☐ NO

If "YES", the signature below indicates union concurrence with the training outline in the contract.

Name of Union:

Local Union Number:

Name:

Title:

Signature

Date