



LETTER OF UNDERSTANDING

**The Society of Aviation & Flight Educators, Inc.
And
Master Instructors LLC**

This Letter of Understanding (LOU) establishes an arrangement between the **Society of Aviation & Flight Educators, Inc** (SAFE) and **Master Instructors LLC** (MI LLC) to jointly promote and make available the Master Instructor Accreditation Program / Master Instructor Continuing Education Program (the Program) to all qualifying aviation educators. The Program currently consists of the following designations: Master Certificated Flight Instructor (MCFI), Master Certificated Flight Instructor – Aerobatic (MCFI-A) and several variations thereof, Master Ground Instructor (MGI), and Master Aviation Educator (MAE).

This LOU does not create legal or financial obligations between the parties. The parties to this LOU are voluntarily entering into this arrangement to pursue their common goal of providing a recognized and inclusive accreditation program for all aviation educators. Either party may terminate this LOU at any time by giving 90 days written notice to the other party.

This letter reflects the agreement between SAFE and MI LLC regarding their joint promotion and the administration of the Program.

SAFE agrees:

1. To promote the Program on its website and in its publications;
2. To make the Program application package (provided by MI LLC) available on, for, or through the SAFE website;
3. To maintain a current list of designated Master instructors (provided by MI LLC) on the SAFE website or a direct link to the same list on the web site of MI LLC;
4. To assist in the development of additional accreditations that might be in the mutual interest of the parties.

Master Instructors LLC agrees:

1. To allow SAFE members to use and benefit from the Program and to provide a discounted application fee rate for SAFE members, both initial and renewal;
2. To provide to SAFE, and keep current, electronic versions of the Program application package as well as a list of Masters for the SAFE website, or a direct link to the same information on the MI LLC website;
3. To periodically update the Program to keep pace with industry developments and requirements and to work cooperatively with SAFE in the development of new Master programs;

4. To receive, establish audit trails for, and manage the review of Program applications, as well as to store completed applications at MI LLC's place of business in Longmont, Colorado; and
5. To act as the primary administrator of the Program, which includes the following: reviewing or assigning for review Program applications, notifying applicants about the status of their applications, ordering plaques and date plates, mailing congratulatory letters, pins, and other Program paraphernalia, and issuing news releases.

SAFE acknowledges that the Program, its copyrighted works and its common law trademarks, are the intellectual property of Master Instructors LLC and that this LOU provides non-exclusive rights regarding this intellectual property to SAFE.

Signed this ____ day of _____, 2009.

By – JoAnn K Hill

By G. Alexander Hill
(Chairman of the Board, MI LLC)

By Stewart D. Stewart
(Chairman of the Board, SAFE)

G. Alexander & JoAnn K. Hill, Principals
Master Instructors LLC

Stewart D. Stewart,
Society of Aviation & Flight Educators (SAFE)