



NCCPT Certification Board Policies and Procedures Manual

August, 2025

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1.00 Introduction and Mission

1.1 Introduction

This manual presents the policies and procedures governing operations of the National Council for Certified Personal Trainers Board of Directors (Board). It serves as a reference for board members (Members), current and future certificants, and the public at large. Contact support@nccpt.com for questions regarding this manual.

1.2 Mission

The mission of the National Council for Certified Personal Trainers (NCCPT) is to define entry-level competence of the certified personal trainer, helping ensure that safe and effective exercise programming is delivered to the public. The NCCPT is committed to providing quality certification programs for practice in the health, sports, and fitness specialties, advancing the fitness industry and developing career opportunities for those who share the vision of creating a stronger, healthier world.

The NCCPT strives to be recognized as a leader in:

- Inspiring healthier living through professional level fitness certification.
- Providing an accessible and reputable fitness and personal training certification.
- Service, by prioritizing and meeting the needs of candidates, certificants, alumni, and clients.

2.00 Board Authority

2.1 Authority

The NCCPT is a subsidiary of the International Sports Sciences Association (ISSA) and functions autonomously from ISSA regarding decisions governing its certification program (Program), including but not limited to credentialing criteria, policies and procedures, administration, and the election of officers and Members.

The Board has authority over the examination development cycle, including job analysis and role delineation, exam content outline, item writing and review, development of exam forms, standard setting, exam administration, exam scoring, candidate score reporting, data analysis, and exam technical reports.

3.00 Board and Board Member Governance and Service Responsibilities

3.1 Governance and Service Responsibilities

Governance Responsibilities

- Oversee the administration of the Program.
- Represent the interests of those impacted by the Program.
- Acquire and preserve data and other information relative to Board functions.
- Establish, evaluate, and implement certification and recertification requirements.

- Direct and guide the development and maintenance of valid and reliable assessments.
- Review and revise policies and procedures guiding certification and administrative decisions.

Service Duties

- Engage in brand promotion/industry engagement.
- Serve annually on at least one Board subcommittee.
- Provide insights on market/industry/research trends.
- Assist in recruiting of SMEs, volunteers, and others as needed.
- Participate in one Jobs Task Analysis component as applicable.
- Assist in the review, revision, and development of manuals and handbooks.

4.00 Board Composition and Operations

4.1 Board Composition

The Board shall be composed of four to eleven voting members, with at least half holding the NCCPT-CPT certification and one public member representing the general population. A staff liaison will be appointed and serve as an ex-officio Member without voting rights.

4.2 Member Term of Service

A Member term of service is identified as a three-year commitment running from the first day of January of the initial year of service through the last day of December of the third year of the term. Members may serve no more than two consecutive three-year terms but would be eligible to apply for a Board seat following a two-year hiatus.

4.3 Board Chair

The board chair (Chair) is the highest serving Member and is elected by a majority of voting members annually at the fourth quarter Board meeting, with the term of service starting or continuing January 1st of the following year. Only members who have served on the Board for at least one year are eligible for nomination. The Chair will serve a one year term and may be elected to serve a second consecutive term. A Chair may not serve more than two consecutive years in the role and the maximum number of years any Member may serve as Chair is two.

The Chair shall preside over the Board and with the assistance of the staff liaison, oversee the administrative functions of the Board, including:

- Appointing Members to subcommittees.
- Leading, directing, and producing meetings and agendas.
- Acting as the primary contact between the Board and Staff Liaison.
- Serving as the ranking member of the Governance Board Subcommittee.

4.4 Vice Chair

The vice chair (VC) is the second highest serving Member and is to be elected by a majority of current voting members annually at the fourth quarter Board meeting, with the term of service

starting or continuing January 1st of the following year. Only members who have served on the Board for at least one year are eligible for nomination. The VC will serve a one year term and may be elected to serve a second consecutive term. A VC may not serve more than two consecutive years in the role and the maximum number of years any Member may serve as VC is two. The VC will act as Chair in the absence of the elected Chair.

4.5 Board Member Qualifications

Members must possess an undergraduate degree from an accredited college or university and have at least five years of relevant professional experience. Preferred degrees include exercise physiology/science, biomechanics, kinesiology and health promotion, nutrition, sports medicine/rehabilitation, or sports management. Possession of an NCCPT certification is preferred but not required. Members should have licensure or a nationally recognized certification in their specialty area if applicable.

Members may not serve on any other board or committee of the NCCPT, ISSA, NCCA or similar entity, cannot be involved in the development of study guides, exam preparation courses or practice materials and must not be the subject or have not been the subject in the past ten years, to any criminal, civil, administrative or regulatory enforcement action in connection with alleged misconduct, including but not limited to their business affairs.

4.6 Public Member of the Board

The inclusion of a public member on the Board is designed to bring a broader perspective to its decision-making actions, balancing its role in protecting the public while addressing the interests of the certificants.

The Public Member should be a consumer or user of services from the fitness or personal trainer community; however, they cannot hold the NCCPT-CPT credential. The Public Member cannot be an employee of the certifying organization or any other certification organization related to the profession nor be involved in other organizations which might be considered in conflict with the Board's policies and procedures.

The Public Member may not be any of the following:

- A current or previous member of the profession, occupation, role, or specialty area encompassed by the Program.
- A supervisor, manager, direct co-worker, employee, or subordinate of individuals in the profession encompassed by the Program.
- A person who currently receives or within the last five years has received income from the profession encompassed by the Program.
- An employee of an individual certified by the certification program or of an employer of individuals in the profession encompassed by the Program.

The Public Member will be recruited and serve as follows:

- Public Members will serve as noted in Section 4.2.
- Candidates are required to complete the Public Member Candidate Application and Public Member Declaration (Appendix 3).
- The staff liaison will solicit public member forums and provide candidates with copies of documents related to the position.
- The staff liaison will compile the information received and in consultation with the Chair, present a slate of nominations for consideration. Majority vote will rule.

4.7 New Member Elections and On-Boarding

Recruiting is primarily conducted in the first two quarters of the year with nominees presented for election in the third quarter, with terms starting January 1st of the following year. Recruiting and elections may occur as needed due to the resignation or retirement of a Member, removal of a serving Member or any other situation deemed appropriate by a Board majority.

Elections

Election of new Board Members occurs as follows:

- A recruiting notice, along with a copy of this manual and a link to the Board Member Application form (Appendix 2) will be distributed through email and/or other appropriate methods to current NCCPT-CPT certificants and other interested parties. Directions stating that these documents may be accessed at nccpt.issaonline.com will be included.
- All applications and supporting documents are due the Staff Liaison no more than 30 days following the distribution of the recruiting/nomination notice, with the specific date identified in that notice.
- The Staff Liaison will compile received information and in consultation with the Chair present the applicants for the Board's consideration.
- The Board will vote individually on the slate of applicants. A majority vote is required to elect a Member to their first term or to reelect a Member whose term is expiring.
- Election results will be considered final. New or second-term Members begin their term January 1, unless otherwise deemed necessary by the Board.

On-Boarding

On-boarding and orientation activities are to be completed within 30 days of the first day of service for any new Board Member. The Board will vote, with majority approval needed to determine if a new Member is eligible to participate in any official Board activity should it occur within that 30 day time period.

At minimum, the Chair and Staff Liaison will meet with the new Member(s) within the 30-day timeframe to review and complete the following:

- NCCPT Overview.
- Candidate Handbook.
- Previous Year Meeting Minutes.
- Overview of NCCPT financials if applicable.
- Board and Exam Policies and Procedures Manuals.
- Required Paperwork including Non-Disclosure and Conflict of Interest forms.

4.8 Board Member Vacancies, Removals and Resignations

Vacancies

The Board will vote to determine the timing of a replacement should an unplanned vacancy occur. The Board may choose to fill the empty position as soon as possible or wait until the start of the next full year. Any partial year of service completed by the replacement will not count as part of a full three-year term. Recruitment and voting will be done as described in Section 4.7.

Removals

Any Member may be removed by a two-thirds vote of the full Board. Reasons for removal may include the following:

- A violation of the Board's Code of Ethics.
- A conflict of interest regarding Board activities.
- A loss of NCCPT or other third-party credential because of a disciplinary matter.
- Breach in confidentiality or security related to NCCPT exams or Board activities.
- Real or perceived lack of timely response and/or participation in Board activities.
- Non-attendance at two consecutive meetings without appropriate justification (as determined by a two-thirds vote of the Board).

Resignations

A Member may resign at any time by giving written notice to the Chair, with the resignation taking effect at the time specified in such notice. A replacement will be identified following the procedures outlined in Section 4.8-Vacancies.

4.9 Meetings

Meetings of the Board will occur quarterly with subcommittee gatherings scheduled as needed. A report will be filed quarterly with Governance and Oversight and shared with the full Board summarizing renewal audit summaries, exam candidate surveys and other relevant topics with a meeting planned to discuss if necessary. Meetings will generally be held by teleconference and are considered official if a quorum exists. Board actions may also be done via electronic means.

Attendance

Attendance is required by all invitees unless appropriate justification is provided.

Minutes

Notes to be part of the permanent records are captured at each full Board meeting, with those minutes receiving approval or denial at the next regularly scheduled full Board meeting.

Agenda

The Chair and the Staff Liaison are to develop meeting agendas. Any Member wishing to place items on the agenda shall send items to the Staff Liaison no later than seven days before the meeting date. The Chair has the authority to accept or reject items. Final agendas and subsequent meeting materials are sent to the Members at least three days prior to the event.

Quorum

A quorum consists of a simple majority of the Members and a quorum must exist for the Board to officially conduct business. One of the participating members must either be the Chair or the Vice Chair, excluding any sub-committee or other task forces events for which their attendance is not mandatory.

Voting

Each Member has one vote; however, the Chair casts the deciding vote in the event of a tie. All actions require a majority vote of the Members present, unless otherwise identified in this document. Action taken by voice vote during a meeting by teleconference is valid.

4.10 Compensation

Members will receive an honorarium for participation in regularly scheduled full Board meetings with additional reimbursement not forthcoming. However, Members will be reimbursed for travel and other reasonable expenses related to their service as applicable.

4.11 Board Subcommittees

Every Member must serve on at least one subcommittee. Appointments are by the Chair with preference given to those expressing a desire for a particular assignment. Subcommittee assignments will be made annually at the fourth quarter Board meeting with the term of service starting or continuing January 1st of the following year. Upon majority vote, the Board has the authority to create or sunset standing subcommittees.

Current subcommittees are as follows:

- Governance Committee (See Appendix 4 for Charter).
- Reaccreditation Committee (See Appendix 5 for Charter).
- Professional Conduct and Appeals Committee (See Appendix 6 for Charter.)

4.12 Task Forces

The Chair has the authority to appoint and dissolve a task force as needed.

5.00 Confidentiality and Release of Information

5.1 Confidentiality

Board Members, volunteers, subject matter experts, vendors, consultants, staff and any other individuals or stakeholder having access to confidential Program information are required to sign the NCCPT Confidentiality and Non-Disclosure Agreement (Appendix 8) annually.

Confidential information includes, but is not limited to:

- Legal or financial data.
- Applicant or certificant information.
- Exam security, results, and individual scoring.

- Documents and/or materials related to the Program.
- Exam development and/or exam maintenance information.

Confidential information (non-public information including name, address, bank account or social security numbers, financial or medical information, etc.) is legally protected and accessible only on a must have basis by designated staff and contractors who have signed the confidentiality agreement. Data aggregates may be used for the purposes of research and other published data.

5.2 Release of Information

Information about a candidate/certificant will only be released to that candidate/certificant unless release of the information to a third party is authorized in writing by the individual or is required by law. Personal information submitted by applicant/certificant, including results of any background check, is considered confidential.

6.00 Conflict of Interest

6.1 Conflict of Interest

A conflict of interest occurs when an individual is in position to exploit their professional or personal capacity for their own benefit, potentially compromising judgment, objectivity, or the ability to act in the best interests of those they to serve. To avoid such instances, the Board shall function under this policy designed to ensure that Members, volunteers, staff, and any other entities having access to Program information shall refrain from using their position or the knowledge gained from exposure in such a manner that is a conflict of interest between the interests of the Program or their personal interests.

At no time may personnel with access to confidential examination items develop or deliver exam-specific preparatory courses or materials, make or determine educational standards, guidelines, or curriculum, or approve, accredit, endorse, or recommend educational or training programs designed or intended to prepare individuals for certification, nor are they eligible to sit for the certification exam for two years after completion of service or employment.

No individual with access to confidential certification information shall seek or accept any payment, personal gift, and/or the promise of the same that is not generally considered within the bounds of customary business hospitality that might reasonably be believed to influence business transactions, individual achievement, and/or test scores.

Those involved in education, training, and/or preparation of test/study materials are prohibited during the same time period from participating in the administration, development, review, or grading of NCCA certification examinations.

Conflict of Interest and Recusal

All Members, volunteers, staff, and other individuals with access to Program information must promptly disclose any actual, potential, or perceived conflict of interest in connection with any process or evaluation in which they are involved as part of their duties to NCCPT. Individuals are also expected to comply with any decision by the Board regarding recusal from participation in such matters.

Each individual is responsible for not only identifying their own conflicts of interest but for reporting any undue influence exerted by others in transactions related to purchases, contracts, testing, certifications, examinations, or similar activities. Disclosures must be made as early as possible. Violations of conflict-of-interest requirements may be discovered through disclosure (self- or third-party) or through random audits of certification activities.

The Conflict of Interest Disclosure Statement (Appendix 8) should be used to report any actual, perceived, past, or potential conflicts and submitted to support@nccpt.com. Upon receipt, the Professional Conduct and Appeals Subcommittee will review the submission and render a decision within ten (10) days.

Upon the committee's determination of a conflict of interest, the following sanctions or actions are possible:

- Appropriate legal actions if applicable.
- Forced recusal from involvement in the specific matter.
- Permanent or restricted revocation of the individual's NCCPT certification credential.
- Permanent or restricted denial of a candidate's eligibility to obtain an NCCPT credential.
- Suspension of the individual's NCCPT certification status for a to be determined timeframe.
- Removal from any appointed or elected position within the governance or administrative framework of the NCCPT.

If a disclosed conflict does not impair the individual's overall ability to serve, the individual must recuse themselves from involvement in the specific matter. If necessary, the Board may appoint a surrogate by majority vote to temporarily address the issue. Recusal from a specific matter due to a conflict of interest does not preclude participation in unrelated NCCPT or Board activities.

7.00 NCCPT Impartiality and Autonomy

7.1 Impartiality and Autonomy

The Board is an autonomous decision-making body responsible for governance of certification activities and shall commit to impartiality in relation to its applicants, candidates and certified persons, and materials related to the development, administration, and maintenance of NCCA accredited certification programs. Members shall understand the importance of making decisions related to certification in accordance with established policies and procedures and should exercise due diligence in doing so.

The Board shall make public the policies and procedures affecting an applicant, candidate and certificant, and shall fairly and accurately convey information about the Program to all interested parties and stakeholders. The Board shall understand threats to impartiality including self-interest, activities from related bodies, relationships of personnel, financial interests, favoritism, conflict of interest, familiarity, and intimidation.

NCCPT developed an organizational management structure which establishes clear boundaries for maintaining autonomy and impartiality. Staff job descriptions and roles and responsibilities show separation of activities related to the exam and those associated with education and exam preparation. Agreements signed by personnel assure that firewalls are in place and that impartiality exists for those personnel working on certification activities that might conflict with other activities.

8.00 NCCPT Certification Board Financial Policy

8.1 Funding

The Program is governed as a separate and autonomous independent company and is currently self-funded through revenues generated from exam administration sales and re-certification fees, with financial support from ISSA. It is intended that the Program become completely self-sufficient financially. Until that time financial assistance will continue as needed from ISSA.

8.2 Budget

The budget will be based on previous historical financial data including projections for the upcoming year. Oversight for funding and budgeting is done through the ISSA accounting department. The chief finance officer will head up the budget for the certification program and maintain oversight for all financial activities for the Program.

Appendix 1: NCCPT Certification Board Charter

Purpose

The National Council for Certified Personal Trainers (NCCPT) certification programs were developed to recognize individuals who have demonstrated the knowledge and skills needed to perform as personal trainers in the fitness industry. NCCPT certification programs, accredited by the National Commission of Certifying agencies (NCCA) serve as key indicators that the individual can provide authoritative training in fitness. Those who earn the NCCPT-CPT credential have demonstrated mastery of the professional domains that encompass the tasks and knowledge required of a personal trainer. By meeting the eligibility criteria and successfully completing an NCCPT certification exam, certificants can confidently display their proficiency as professionals in fitness training.

Composition

The Board shall be composed of four to eleven voting members, with at least half holding the NCCPT-CPT certification along with one public member representing the general population. A staff liaison will be appointed and will serve as an Ex-officio Member without voting rights.

Authority

NCCPT is a subsidiary of the International Sports Sciences Association (ISSA) and functions autonomously regarding essential decisions governing its certification program including but not limited to credentialing criteria, policies and procedures, administration, election of officers and members, and all other lawful activities. The Board has authority over the examination development cycle, including job analysis or role delineation, exam content outline, item writing, item review, development of exam forms, standard setting, exam administration, exam scoring, candidate score reporting, data analysis, exam technical reports, eligibility, renewal and member recertification reviews.

The NCCPT shall function autonomously with respect to its credentialing criteria, policies and procedures, administration, time, place, and frequency of its meetings, election of officers and members, and all other lawful activities. The NCCPT shall have no role in developing exam review materials, educational resources or conducting educational programs that may be used by candidates pursuing successful completion of the certification program.

Meetings

Meetings of the full Board will occur at least quarterly with additional dates identified as needed by the Chair and Staff Liaison. Unless appropriate justification is provided, attendance is required by all invitees. Meetings will be held by teleconference and are deemed official as long as a quorum exists. Notes to be part of the permanent records are captured at each meeting, with those minutes receiving approval or denial at the next regularly scheduled full Board meeting. Board actions may also be undertaken via electronic correspondence. Members are expected to consistently attend scheduled meetings, respond in a timely manner to communications, and fully participate in discussions in a professional manner.

Board Program Responsibilities

The following is a non-conclusive list of the responsibilities of the NCCPT Certification Board regarding governance of the certification programs.

Board Governance Responsibilities

- Represent the interests of those affected by the certification programs.
- Establish, evaluate, and implement certification and recertification requirements.
- Design, implement, review, and revise policies and procedures guiding certification and administrative decisions.
- Acquire, develop, disseminate, and preserve data and other information relative to the functions and accomplishments of the Board.
- Oversee the administration of the certification program including personnel, policy implementation, and administrative procedures.
- Direct and guide the development and maintenance of valid and reliable assessments through the Jobs Task Analysis to include:
 - Review/approve cut score/standard setting.
 - Approval of subject matter expert, reports and content outlines.
 - Endorse technical reports as recommended by psychometricians.

Board Member Service Duties

- Engage in brand promotion/industry engagement.
- Serve annually on at least one Board subcommittee.
- Provide insights on market/industry/research trends.
- Assist in recruiting of SMEs, volunteers, and others as needed.
- Participate in one Jobs Task Analysis component as applicable.
- Assist in the review, revise, and development of manuals and handbooks.

NCCPT Certification Board Fiduciary Responsibilities:

Duty of Care

- This duty requires that the Board and its Members act in good faith, exercise their duties in a reasonable and prudent manner and always represent both themselves and the Program in the most professional manner possible. The Board is expected to be informed of issues within their profession affecting this ability and to act on those issues in a manner deemed reasonable by their peers.

Duty of Loyalty (Conflict of Interest)

- This duty requires that the Board put the interest of the Program above their own, avoiding conflicts of interest. Decisions before the Board must be made in the interest of the certification program they are representing.

Duty of Confidentiality

- This duty requires that the Board respect the importance and sensitivity of information related to the exams that might come before it. The Board may have access to sensitive information, information on new programs, and information on certification candidates. It is imperative that this information be kept confidential and secure and not shared with anyone outside the Board and its designated staff.

Duty of Obedience

- This duty requires that the Board act in support of the certification program's Mission Statement which is adopted by the Board and reviewed annually.

Board approved June 30, 2025.

Appendix 2: NCCPT Board Member Application

Interested parties meeting the qualifications as outlined in Section 4.5 wanting to serve on the Board may access the Board Member Application [here](#).

Appendix 3: Public Member Declaration and Public Board Member Application

Interested parties meeting the qualifications as outlined in Section 4.6 wanting to serve as the Public Member on the Board may access the Public Board Member Application [here](#).

<p style="text-align: center;">NCCA Application for Accreditation</p> <p style="text-align: center;">PUBLIC MEMBER DECLARATION</p> <p>The public member preferably should be a consumer or potential consumer of the certificants' skills. Because the certification program may serve various public groups and/or interests, a rotating system may be established to ensure that these interests are fairly represented by the public or consumer member role over time.</p> <p>I, _____, understand that for NCCA to acknowledge me as a public member on the governing body of _____, I must meet the NCCA definition of a public member. (name of certification program)</p> <p>Check the statements below which are true and explain why an exception should be made when a statement cannot be checked as true. Please note: Keep a copy of this form for your records.</p> <p>I attest that neither I nor my immediate family:</p> <ul style="list-style-type: none"><input type="checkbox"/> are current or previous members of the profession, occupation, role, or specialty area encompassed by the certification programs of the certification organization.<input type="checkbox"/> are supervisors, managers, direct co-workers, or an employee or subordinate of individuals in the profession encompassed by the certification programs of the certification organization.<input type="checkbox"/> are employees of an individual certified by the certification organization or of an employer of individuals in the profession encompassed by the certification programs of the certification organization.<input type="checkbox"/> are currently deriving income from the profession encompassed by the certification programs of the certification organization.<input type="checkbox"/> have derived in any of the five years preceding my appointment as a public member on the governing body of our total income from the profession encompassed by the certification programs of the certification organization. <p>Exception explanations: _____</p> <p>Occupation and discipline (If retired from the work force, state what was true just prior to retirement): _____</p> <p>Indicate the public/consumer perspective you bring to the governing body: _____</p> <p>Signature: _____ Date: _____</p> <p>Print Full Name: _____</p>

Appendix 4: Board Governance Subcommittee Charter

Board Governance Subcommittee Charter

Purpose

The Governance Subcommittee (Subcommittee) is established by the National Council for Certified Personal Trainers Board of Directors (Board) to assist the Board in fulfilling its oversight responsibilities related to accreditation governance matters.

Composition

- The Chair shall appoint Subcommittee members and act as chairperson.
- The Subcommittee shall consist of at least three but not more than five Members.
- Members shall serve a one year term and may serve up to three consecutive one year terms.
- Appointments to the Subcommittee will be made annually at the fourth quarter Board meeting, with term of service starting or continuing January 1st of the following year.

Meetings

- A majority of the members shall constitute a quorum for conducting business.
- Subcommittee matters will be conducted via email and other electronic correspondence with live meetings scheduled as necessary.
- A report will be filed quarterly with the Subcommittee summarizing renewal audit summaries, exam candidate surveys and other relevant topics with a meeting planned to discuss if necessary. This report will be shared with the full Board.

Responsibilities

The Subcommittee responsibilities include:

- Direct and facilitate communication between the Board and ISSA.
- Review, update, and improve Board bylaws, governance documents, and processes.
- Review the size, structure, and composition of the Board, its subcommittees and Charters.
- Oversee the development and implementation of succession plans for the Board including the identification and recommendation of candidates for Board membership.

This charter shall be reviewed annually.

Board approved June 30, 2025.

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Appendix 5: Reaccreditation Subcommittee Charter

Recertification Subcommittee Charter

Purpose

The Reaccreditation Subcommittee (Subcommittee) is established by the National Council for Certified Personal Trainers Board of Directors (Board) to oversee and guide the reaccreditation process for the National Council for Certified Personal Trainers examination.

Composition

- The Subcommittee shall consist of at least three Members.
- Members shall serve for a term of one year and may serve consecutive terms up to the end of their Board service.
- The Chair shall appoint members with preference given to those possessing expertise in exam development, psychometrics, and regulatory requirements.
- Appointments to the Subcommittee will be made annually at the fourth quarter Board meeting, with term of service starting or continuing January 1st of the following year.

Meetings

- A majority of Members shall constitute a quorum for conducting business.
- Subcommittee matters will be conducted via email and other electronic correspondence with live meetings scheduled as necessary.
- The Subcommittee may invite staff members, external consultants, or other subject matter experts to attend meetings and provide input as needed.
- Minutes of each meeting shall be recorded and maintained confidentially, with a summary report provided to the Board if applicable.

Responsibilities

The Subcommittee shall have the following responsibilities:

- Reaccreditation Process Oversight:
 - Regularly review reaccreditation requirements and processes.
 - Ensure reaccreditation aligns with current industry standards and best practices while recommending updates to reaccreditation criteria as needed.
- Exam Content and Format:
 - Oversee the development and updating of reaccreditation exam content.
 - Ensure exam questions reflect current knowledge and practices in the field.
- Performance Monitoring
 - Review reaccreditation exam pass rates and other relevant metrics.
 - Identify trends and recommend improvements to the reaccreditation process based on data analysis if applicable.

This charter shall be reviewed annually.

Board approved June 30, 2025.

Appendix 6: Professional Conduct and Appeals Subcommittee Charter

Professional Conduct and Appeals Subcommittee Charter

Purpose

The Professional Conduct and Appeals Subcommittee (Subcommittee) is established by the National Council for Certified Personal Trainers Board of Directors (Board) to oversee matters related to professional conduct, ethics, and appeals.

Composition

- The Subcommittee shall consist of at least three Members, one of whom will always be the public representative
- Members shall serve for a term of one year and may serve consecutive terms up to the end of their Board service.
- The Chair shall appoint Members, with preference given to those possessing expertise in professional ethics, disciplinary procedures, and relevant and regulations.
- Appointments to the Subcommittee will be made annually at the fourth quarter Board meeting, with the term of service starting or continuing January 1st of the following year.

Meetings

- A majority of Members shall constitute a quorum for conducting business.
- Subcommittee matters will be conducted via email and other electronic correspondence with live meetings scheduled as necessary.
- The Subcommittee may invite staff members, legal counsel, or other experts to attend meetings and provide input as needed.
- Minutes of each meeting shall be recorded and maintained confidentially, with a summary report provided to the Board if applicable.

Responsibilities

The Subcommittee shall have the following responsibilities:

- Professional Conduct and Ethics
 - Provide guidance on the interpretation and application of ethical standards.
 - Develop, review, and recommend updates to the Organization's Code of Professional Conduct and Ethics.
- Complaint Investigation
 - Oversee procedures for receiving and investigating complaints against certified professionals.
 - Conduct impartial investigations of alleged violations of professional conduct or ethics and recommend appropriate disciplinary actions to the Board when violations are substantiated.





- Disciplinary Process
 - Monitor compliance with imposed sanctions or remedial measures.
 - Develop and maintain fair and consistent disciplinary procedures and oversee the implementation of disciplinary actions.
- Appeals Process
 - Review and decide on appeals in a timely and impartial manner.
 - Establish and maintain a fair and transparent appeals process for certification, recertification, and disciplinary decisions.
- Policy Development
 - Develop policies related to professional conduct, ethics, and appeals.
 - Regularly review and update policies to ensure alignment with best practices and legal requirements.

This charter shall be reviewed annually.

Board approved June 30, 2025.

Appendix 7: Conflict of Interest Disclosure Form

The conflict of interest disclosure form may be found [here](#).

<div style="display: flex; justify-content: space-between; align-items: center;">   </div> <p>Please indicate whether you or any affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which NCCPT was or is a party? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person.</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <p>Were you or any affiliated persons indebted to pay money to NCCPT at any time in the past year (other than travel advances or the like)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person.</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <p>In the past year, did you or any affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from NCCPT or as a result of your relationship with NCCPT that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to NCCPT? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person.</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div>	<div style="display: flex; justify-content: space-between; align-items: center;">   </div> <p>Are you or any affiliated persons a party to or have an interest in any pending legal proceedings involving NCCPT? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person.</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <p>Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by NCCPT's board or a duly constituted committee thereof in accordance with the terms and intent of NCCPT's conflict of interest policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person.</p> <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <p>I HERBY CONFIRM that I have read and understand NCCPT's conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will immediately notify the NCCPT Board of Directors Chairperson.</p> <p>Signature <input style="width: 100px;" type="text"/></p> <p>Date <input style="width: 100px;" type="text"/></p>
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Confidentiality and Non-Disclosure Agreement

This Unilateral Confidentiality and Non-Disclosure Agreement (the “**Agreement**”), effective on the date signed by the Recipient (the “**Effective Date**”), is by and between the National Council for Certified Personal Trainers (NCCPT), a division of ISSA, LLC (the “**Disclosing Party**”), a Missouri limited liability company located at 11201 N. Tatum Blvd., Suite #300; PMB 28058, Phoenix AZ 85028 and the party identified above (the “**Recipient**”). NCCPT and the Recipient may be referred to collectively as the “**Parties**,” and each, a “**Party**”.

WHEREAS, NCCPT desires to utilize the services, talents and expertise of Recipient in one or more of the following activities related to persons involved in any NCCPT certification program(s): i) NCCPT certification training and/or education; ii) NCCPT examination and/or test development; iii) NCCPT examination preparation and/or review (separately or collectively considered the “**Purpose**”), whether as an employee or a contractor;

WHEREAS, in connection with the Purpose, the Recipient may have access to certain information concerning NCCPT which is non-public, confidential, or proprietary in nature;

WHEREAS, NCCPT wishes to protect and preserve the confidentiality of such information; and

WHEREAS, the Parties desire to set forth in writing the terms and conditions of their agreements and understanding with respect to the Confidential Information (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Recitals. The foregoing Recitals are incorporated into this Agreement as if set forth fully herein.

Definitions. For purposes of this Agreement, the following terms have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by, or under common Control with such Person, where “Control” and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Confidential Information**” means all information, data, documents, agreements, files, and other materials, whether disclosed orally, in written, electronic, or other form or media, which is obtained from or disclosed by NCCPT, its Representatives, or otherwise, and whether obtained before or on or after the date hereof regarding NCCPT, including without limitation, [all information relating to its trade secrets (including all information that applicable law defines as a “trade secret”), all information covering topics such as: NCCPT certification examination questions or testing preparation materials, training activities or materials, actual or prospective customers, suppliers, advertising, marketing and development, business plans, financial reports or data, pricing, projections and forecasts, research, strategies, ideas, concepts, training/testing or

certification materials and/or techniques, know-how, formulas, analytics, current or future product offerings, unpublished content, surveys, competitive intelligence, business opportunities, actual or potential shareholders, intellectual property, investment opportunities, software or computer code, studies, reports and/or other information of a business or technical nature, samples, inventions, discoveries, ideas, know-how, intellectual property strategies, current and anticipated client or customer requirements, capital spending, any other information of any kind, nature, or description, and/or any other aspect of NCCPT's operations, activities or business that may allow a competitor to discern information that the competitor would not typically know and could be used to gain a competitive advantage over NCCPT].

The term "Confidential Information" as used herein includes, without limitation, all notes, analyses, compilations, reports, forecasts, studies, samples, and other documents prepared by or for the Recipient which contain or otherwise reflect or are derived or based in whole or in part on such Confidential Information. The term "Confidential Information" as used herein does not include information that: (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement); (ii) was available to the Recipient on a non-confidential basis from a source other than NCCPT or its Representatives, provided that such source is not and was not bound by a confidentiality agreement with respect to such information or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary obligation; or (iii) has been independently acquired or developed by the Recipient prior to the received of NCCPT's Confidential Information and without reference to the Confidential Information, as Recipient can prove by clear and convincing evidence.

"Person" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, governmental entity, or other entity.

"Representatives" means, as to any Person, such Person's Affiliates, and its and their respective directors, officers, managers, employees, consultants, members, general partners, shareholders, parents, subsidiaries, affiliated entities, successors, assignees, nominees, volunteers and agents or advisors (including attorneys, bankers and financial advisors, and accountants), or any Person performing a similar function for any such Person or Such Person's Affiliates.

Other terms not specifically defined in this Section shall have the meanings given them elsewhere in this Agreement.

Use of Confidential Information and Confidentiality.

The Recipient shall (i) keep the Confidential Information strictly confidential; (ii) take such steps as may be reasonably necessary to prevent the disclosure of Confidential Information to others with not less than the same degree of care that the Recipient uses to prevent the unauthorized use, dissemination or publication of its own confidential and proprietary information (but with at least the same degree of care used by a reasonably prudent business person); and (iii) shall not use the Confidential Information for any purpose other than the Purpose, and not otherwise use or exploit the Confidential Information for Recipient's own benefit or the benefit of another.

The Recipient shall not disclose or permit its Representatives to disclose any Confidential Information except: (i) if required by law, regulation, or legal or regulatory process, and then only in accordance with Section 6; or (ii) to its Representatives, to the extent necessary to permit such Representatives to assist the Recipient in evaluating and negotiating the Purpose, provided such Representatives are informed by the Recipient of the confidential nature of the Confidential Information; provided, that the Recipient shall require each such Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto.

Notwithstanding anything to the contrary, the Recipient shall be obligated to ensure that any party given access to Confidential Information complies with the terms of this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its Representatives except for breaches committed by any such Representative that has executed its own confidentiality agreement with NCCPT with respect to the Purpose. In no event shall the Recipient or its Representatives replicate, reverse engineer, decompile or duplicate all or any part of the Confidential Information.

No Representations or Warranties; No Other Obligation. The Recipient understands and agrees that neither NCCPT, nor any of its Representatives: (a) have made or make any representation or warranty hereunder, express or implied, as to the accuracy or completeness of the Confidential Information; or (b) shall have any liability hereunder to the Recipient or its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. The Parties agree that unless and until a definitive agreement between NCCPT and Recipient has been executed and delivered with respect to the Purpose, NCCPT will not be under any legal obligation of any kind whatsoever with respect to the Purpose, including any obligation to: (i) enter into or negotiate a business relationship; or (ii) conduct or continue discussions or negotiations. NCCPT reserves the right, in its sole discretion, at any time and for any reason or no reason, to reject any and all proposals made by the Recipient or on its behalf with regard to the Purpose and a business relationship, to terminate discussions and negotiations with the Recipient at any time, and to enter into any agreement with any other Person without notice to the Recipient or any of its Representatives.

Required Disclosure. If the Recipient or any of its Representatives is required, in the written opinion of the Recipient's counsel, to disclose any Confidential Information, by law, regulation, or legal or regulatory process, the Recipient shall: (a) take all reasonable steps to preserve the privileged and confidential nature of the Confidential Information, including requesting that the Confidential Information not be disclosed to non-parties or the public; (b) give NCCPT prompt prior written notice of such requirement so that NCCPT may seek an appropriate protective order or other remedy; and (c) cooperate with NCCPT to obtain such protective order. In the event that such protective order or other remedy is not obtained, the Recipient (or such other Persons to whom such requirement is directed) will furnish only that portion of the Confidential Information which, on the advice of the Recipient's counsel, is legally required to be disclosed and, upon NCCPT's request, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

Ownership and Return or Destruction of Confidential Information. Recipient agrees that all Confidential Information, and copies, extractions or reproductions thereof, that are or relate to the Confidential Information or any other aspect of NCCPT's operations, activities or business,

made or received by Recipient during any period prior to or following the Effective Date, are and shall be NCCPT's exclusive property, and such property, regardless of where located, will be protected and subject at all times to NCCPT's control. At any time upon NCCPT's request, the Recipient shall promptly, and in any event no later than five days after the request, destroy or return all Confidential Information (including all copies, extracts, or other reproductions) to NCCPT and, to the extent Confidential Information is destroyed, certify in writing to NCCPT that such Confidential Information (including any Confidential Information held electronically) has been destroyed. Notwithstanding the return or destruction of Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

No Solicitation. Except with the express permission of NCCPT, the Recipient agrees that during the term of this Agreement and for a period of twenty four (24) months after its termination, neither the Recipient nor its Representatives will directly or indirectly solicit or hire any officer, director, manager independent contractor or employee (each a "**Restricted Person**") of NCCPT or any of its subsidiaries, except pursuant to a general solicitation that is not directed specifically to any such Restricted Person.

Remedies. The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient and that in addition to all other remedies it may be entitled to, NCCPT shall be entitled to seek specific performance and injunctive or other equitable relief without the necessity of posting any bond or other security as a remedy for any such breach. In the event that NCCPT institutes any legal suit, action, or proceeding against the Receiving Party arising out of or relating to this Agreement, NCCPT shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by NCCPT in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

No Waiver of Privilege. To the extent that any Confidential Information includes materials subject to the attorney-client privilege, NCCPT is not waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges, or similar protections and privileges as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to the Recipient or any of its Representatives.

Term. This Agreement shall continue for the duration of Recipient's association with NCCPT (even if interrupted by a period of inactivity) unless expressly terminated in writing, and thereafter for a period of twenty four (24) months after termination.

Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or in the courts of the State of Arizona with a situs in Maricopa County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process,

summons, notice, or other document by mail to such Party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

IP Ownership. Any and all intellectual property rights resulting from or relating to the Subject Matter referenced above, to improvements thereon, or to this disclosure of Confidential Information shall belong to DISCLOSER and RECIPIENT agrees to execute all necessary documents to evidence the same.

Conflict of Interest. Recipient acknowledges that it has received, read, understands and agrees to be bound by NCCPT's then current Conflict of Interest Policy (current copy attached. Signature required).

Exam Eligibility. Recipient understands and acknowledges that by virtue of Recipient's work with NCCPT on the Purpose, Recipient is NOT eligible to take the NCCPT CPT examination during Recipient's involvement with NCCPT, and for a period of twenty-four (24) months following the date of Recipient's last involvement with NCCPT on the Purpose of this Agreement.

Exam Preparation Activities Restriction. Among other NCCPT policy requirements related to the development of the certification programs/exams, a Recipient involved in any way in the development of NCCPT certification programs/exams is prohibited from participating in the preparation, presentation, sponsorship, or ownership of any program, training, event, course, or publication having as a primary purpose the preparation of an individual for an NCCPT certification exam.

Severability. If any provision of this Agreement, or the application thereof to any Person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other Persons, places, or circumstances shall remain in full force and effect.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile, email, or other means of electronic delivery (with written confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out in this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section 14).

Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party in each instance, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, NCCPT may assign this Agreement in its entirety to any (a) Affiliate of NCCPT; or (b) successor entity of NCCPT that assumes all, or a majority of, NCCPT's assets in writing. Any assignment in violation of this clause shall be null and void.

Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Entire Agreement; Amendments. This Agreement sets forth the entire agreement regarding the Confidential Information, and supersedes all prior negotiations, understandings, and agreements. No provision of this Agreement may be modified, amended, or changed except by a writing signed by the Parties hereto.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Printed Name

Signature

Date