

EMERGENCY MEDICAL PLANNING CANADA "TRAINING CENTRE" AGREEMENT

This Agreement is entered into on this _____ day of _____ 20 _____
between Emergency Medical Planning Canada, hereafter called EMP, and
_____ conducting business as _____.

Address: _____

City/Province: _____ Postal Code: _____

Tax ID #: _____

Hereafter called the (Training Centre) TC.

The TC has executed a Non-Licensed Instructor, Non-Licensed Trainer Agreement or has in its employ an EMP Non-Licensed Instructor, Non-Licensed Trainer and is in good standing there under.

The TC has applied for Membership as a Training Centre and has demonstrated the ability to meet EMP's standards for excellence of performance and quality control.

Status as a Training Centre in the Medic First Aid family of courses is a revocable privilege requiring appropriate and approved use of copyrighted materials and programs. Therefore, the undersigned acknowledges and agrees to the following:

1) TC understands that status as a Training Centre of Medic First Aid can be revoked for cause. TC understands that status of membership and license will be renewed annually.

2) TC agrees to abide by the Quality Assurance process and procedures set forth in the Rules and Regulations of Medic First Aid.

3) TC agrees to use the trademarks, logos, and copyrighted materials of Medic First Aid in only the approved and appropriate manner. TC understand that all use of trademarks, logos, and copyrighted materials are subject to the proper written consent of EMP Canada.

4) TC agrees to provide all levels of EMP continuing education to those students seeking first aid training opportunities.

5) TC agrees to ensure that all EMP Canada successful completion courses and experience programs offered, are conducted using methods consistent with the EMP Canada standards as outlined in the EMP Canada Instructor manual (copy of the manual must be available at the TC for use as a reference.

6) TC agrees their location is to be in an area zoned (if applicable) for business with a facility frontage that is accessible to the public.

7) TC agrees the TC will maintain established business hours and have a professional image consistent with, or better than the norm of the marketplace.

8) TC agrees the TC will maintain a classroom facility that is clean, comfortable, and provides an atmosphere conducive to learning. The classroom will be equipped with the appropriate teaching aids and equipment to facilitate the training of at least 12 students.

9) TC agrees that all EMP training courses conducted outside of the TC's approved classroom premises, will require prior approval of the off-site classroom location for individual or multiple use. This approval must be received in writing by the TC from EMP Canada prior to its use.

10) TC agrees to evaluate their facilitators for proficiency of their skills and the facilitators adherence to the EMP Canada Standards and Procedures as outlined in the EMP Canada Rules and Regulations.

11) TC agrees that Trainer(s) employed by the TC are responsible for the evaluation of the facilitators employed within the TC. The evaluation process identifies that the facilitator(s) skills and adherence to the EMP Canada Standards and Procedures are consistent with those outlined within the Facilitators Registry Handbook and the EMP Canada Rules and Regulations.

DEFINITIONS

1) "Instructional Materials" refers to student level materials, and Instructor level materials.

2) "Program(s)" refers to the Instructor and student manuals, audio visual materials, other course materials developed by EMP, the training aspects, and the Instructional and educational methodology attached and contained therein.

PURCHASE OF PROGRAMS

TC acknowledges that before training any student in the programs that TC is authorized to teach, TC must purchase all of the complete systems in which TC is authorized to conduct training. These systems must be registered and authorized with EMP Canada.

USE OF THE PROGRAM AND INSTRUCTIONAL MATERIALS

Subject to the terms and conditions contained herein, EMP Canada will grant the TC the non-exclusive, revocable privilege to train TC's own employees and individuals who are potential employees of TC as Medic First Aid® Instructors. These Instructors must execute a Non-Licensed Instructor Agreement with EMP. As employees of the TC, these Instructors are granted the non-exclusive, revocable privilege to use the applicable Program(s) and Instructional Materials of the TC.

TC understands this agreement grants no rights to TC to train an individual who is employed as an instructor and has the intent to remain employed as a Medic First Aid® facilitator outside of the TC. The TC staff understands that candidates employed by, or potential candidates who have the intent of gaining wilful employment by another company other than the TC, business, or government agency, need to participate in a facilitator development program registered with EMP Canada for this sole intent. These development programs must be delivered by a "Trainer" who holds an authorized Trainer Agreement with EMP Canada.

1) TC agrees to allow Authorized Representatives of EMP to visit and monitor the operations and teaching methods of the TC.

2) TC agrees to conduct applicable Programs as designed by EMP in accordance with Medic First Aid philosophy and the applicable policies and procedures, as defined in the Medic First Aid Instructor Registry guide and other official written announcements issued by EMP.

3) TC understands that Medic First Aid programs and materials are copyrighted and agree not to:

- a) videotape, photocopy, reproduce, duplicate, or reprint any part of the materials;
- b) add to, make part of another, or recreate any of the materials or programs; or
- c) make available the Medic First Aid materials and programs to any individual who is not a Non-Licensed Instructor member with your TC.

Therefore, it is agreed as follows:

- 1) EMP has conferred upon TC Authorized Status. The TC is entitled to all the privileges which accompany this status as determined by EMP at its sole discretion.
- 2) TC receiving a discount on purchases listed on the current EMP Canada price list, is subject to change without notice. Accounts not paid within 30 days of invoice are subject to a service charge.
- 3) All purchases by TC are for its own use in conducting classes. The TC is not permitted to resell any goods purchased from EMP to any other organizations.
- 4) This Agreement may be terminated by either party at any time without "prior" notice. Upon termination in writing, TC must immediately cease representing that it has Authorized Training Centre Status with EMP Canada.

I have read the above Training Centre Agreement and hereby consent to the agreement in its entirety.

Training Centre

EMP Canada
AGENCY

AUTHORIZED SIGNATURE

CHIEF EXECUTIVE OFFICER

____/____/____
DD MM YY

____/____/____
DD MM YY
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