

## GENERAL TERMS AND CONDITIONS

### 10.1.1 INTELLECTUAL PROPERTY

- a. Except as otherwise provided in the Agreement, each Party retains exclusive ownership of any intellectual property that it previously owns and provides for the purposes of the Agreement.
- b. The Red Cross warrants and represents that it has full right, power and authority to grant the intellectual property rights it does under the Agreement and that the Training Partner's inclusion and use of the Red Cross' intellectual property in carrying out the Agreement will not violate the intellectual property rights of any third party.
- c. The Training Partner warrants and represents that it has lawful authority to carry out the business and activities it carries out under the Agreement, that it has lawful authority to do so under the name under which it advertises and conducts Red Cross courses, and that in conducting Red Cross courses it will not violate the intellectual property rights of any party.
- d. The Training Partner will respect the copyright of the Red Cross in materials owned by the Red Cross and supplied to the Training Partner for purposes of this Agreement, as well as the copyright and other intellectual property of the Red Cross' publishers, The Stay Well Health Company Ltd., in materials it owns and supplies for Red Cross courses. Without restricting the generality of that statement, the Training Partner will not reproduce, change or make substitutions for materials supplied by the Red Cross, and will not sell materials to anyone who is not a registered course participant.

### 10.1.2 PRIVACY

- a. In the performance of the Agreement each Party will receive personal information. The Parties will comply with the privacy laws that apply in each jurisdiction in which information is collected and used, and will ensure that the requirements of their respective privacy policies are followed with a view to protecting all personal information collected.

### 10.1.3 CONFIDENTIALITY

- a. The Red Cross acknowledges that the requirements of the Agreement, and the use of Course Manager, entail the disclosure by the Training Partner of confidential

business information about its contracts, fee structures and other commercial aspects of its relationship with its clients. The Red Cross will observe confidentiality with respect to this information and will take all reasonable steps to protect it from any use, reproduction, publication, disclosure or distribution except as is specifically required for carrying out its responsibilities under the Agreement. The Red Cross will promptly notify the Training Partner of any known unauthorized use or disclosure of the confidential information and will cooperate with the Training Partner in efforts it takes to protect its proprietary rights.

- b. The Training Partner will extend equal protection to any confidential information identified and disclosed to the Training Partner by the Red Cross in carrying out the Agreement.

#### 10.1.4 SAFE ENVIRONMENTS

- a. The Training Partner will conduct all courses and activities under the Agreement within a safe environment for participants, instructors, employees and volunteers, free of preventable hazards, violence, bullying and harassment.
- b. The Training Partner will ensure that courses are delivered in facilities that meet all federal, provincial, territorial and municipal health and safety requirements, as set down in applicable statutes, regulations, by-laws, ordinances and other governmental instruments.
- c. The Training Partner will conduct all courses and activities under the Agreement with a view to safeguarding participants, instructors, employees and volunteers from physical and psychological abuse, and will develop and implement human resources policies (dealing with such matters as codes of conduct and workplace violence) which serve to help prevent, educate, regulate and provide remedies to counter inappropriate and injurious behaviour. On request, the Red Cross will assist the Training Partner to meet this requirement, employing reasonable commercial efforts on an as needed basis.
- d. The Training Partner will screen all employees and volunteers for criminal backgrounds that could pose a threat to a safe environment in accordance with applicable legislative requirements and in broad conformity with reasonable directives and guidelines issued from time to time by the Red Cross, including vulnerable persons screening (where applicable and appropriate), and will complement this screening with reasonable diligence around personal reference requests and checks.

#### 10.1.5 MUTUAL INDEMNITY

- a. Each Party will indemnify and hold harmless the other from any loss or expense

of any kind that the other may incur because of any claim or proceeding that is made against or affects the other: (i) in respect of anything that is the liability of the indemnifying Party under the Agreement; or (ii) by reason of any breach of an obligation under the Agreement or any wrongful or negligent act or omission on the part of the indemnifying Party or any person for whom it is legally responsible in performing the Agreement.

#### 10.1.6 DISPUTE RESOLUTION

- a. In the event of a dispute between the Parties in relation to the interpretation or administration of the Agreement, or to any act or omission of any Party, or to any matter whatsoever touching upon the terms and conditions of the Agreement, the Parties will negotiate in good faith and attempt to resolve the dispute amicably. Where one Party requests that a mediator or other neutral third party be engaged to help resolve the dispute, the Parties will make every reasonable effort to agree on a mediator and terms of mediation. In the event the dispute is not resolved within 30 days of one Party giving notice in writing to the other of a request to negotiate a resolution of the dispute, or within such other time period as may be agreed upon, it may be referred to a single arbitrator to be agreed upon by the Parties or appointed in accordance with the laws of the province or territory in which the Agreement is to be performed. The award or determination made by an arbitrator shall be final and binding upon the Parties, their successors and assigns, as the case may be, and there shall be no appeal from the award or determination. **HOWEVER, THIS PROVISION DOES NOT APPLY ONCE NOTICE OF TERMINATION OR SUSPENSION HAS BEEN GIVEN UNDER THE AGREEMENT.**

#### 10.1.7 OBLIGATIONS UPON TERMINATION OR SUSPENSION

- a. In the event the Agreement is terminated or suspended, the following provisions apply:
  - i. The Red Cross will, with the consent of clients, take over, either directly or through another Training Partner, the administration and delivery of Red Cross courses then being delivered or scheduled to be delivered by the Training Partner under contract;
  - ii. The Red Cross will notify all instructors of the Training Partner that the Agreement has been terminated or suspended, and will use its best efforts to secure continuity of employment of those instructors on courses it takes over;
  - iii. The Training Partner will cease immediately to hold itself out as a Training Partner and will notify its clients directly that it is no longer a Red Cross

Training Partner;

- iv. Access by the Training Partner to the Red Cross Training Partner website will be terminated by the Red Cross and the Training Partner will cease all use of the Red Cross name and emblem, the Canadian Red Cross logo, and the Training Partner logo;
- v. No compensation for the termination or suspension is owing or payable by one Party to the other, with the exception of liabilities that arise as between the Parties for reasons other than the act of termination or suspension;
- vi. The Training Partner may return, for full or partial refund, materials purchased from the Red Cross and paid for, if the materials are, in the sole discretion of the Red Cross, unused, resalable and current;
- vii. The Training Partner shall bring all accounts with the Red Cross up to date within 30 days of the termination or suspension.

#### 10.1.8 ASSIGNMENT

- a. The Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, and no consent will be given by the Red Cross to an assignment of the Agreement by the Training Partner unless the proposed assignee meets all criteria established by the Red Cross, in its sole discretion, for the approval of Training Partners, and unless the assignee executes an undertaking with the Red Cross to abide by all the terms of the Agreement as a Training Partner.