



# RECOGNIZED TRAINING PROVIDER APPLICATION

Program: 2018 Canadian Electrical Code Update Training

COMPANY NAME

DATE (DD/MM/YYYY)

COMPANY CONTACT INFORMATION

Contact person

Department

Title

E-mail address

Street address

Street address line 2

City

State/Province

Zip/Postal code

Phone number

MAILING ADDRESS

Same as above

Operating name (if different than above)

Street address

Street address line 2

City

State/Province

Zip/Postal Code

Website

What is the principal purpose of the company?

If not the principal purpose, why is training a part of the organization's service offering?

List all relevant industry affiliations, awards of merit and or memberships, etc...

Please indicate approximately how many training courses do you deliver per year (total portfolio)

Please indicate approximately how many students do you train per year (total portfolio)

Please indicate approximately how many students do you expect to train per year (Just CSA RTP)

### TRAINING PROGRAM DETAILS

- Training Format (Please select all that apply):
- Classroom
  - Online
  - Hybrid
  - At your site
  - Other (note below)

Intended Program Start Date (DD/MM/YYYY):

No. of Trainer Applications submitted with this application:

Describe any other notable aspects of delivery:

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### LOCATION/FACILITY INFORMATION

Venues to be used for this training (please select all that apply):

- Company locations
- Hotel/Conference facilities
- Customer facilities
- Other

Are breaks/meals provided during your sessions?

- Yes
- No

Top 3 Training Locations (Name, City/Prov.):

Location 1:

Location 2:

Location 3:

### INSTRUCTOR INFORMATION

Please indicate how many qualified instructors do you have or plan to have to deliver RTP program



## FEES DUE WITH APPLICATION

The fees for the program include the application fee, annual program fee and the first instructor fee (one instructor) to take the 2018 Canadian Electrical Code Update Training train-the-trainer two-day course for a total of \$4,900.00 plus applicable taxes.

Each instructor is required to take the train-the-trainer course, and additional instructors may be submitted with this application. Acceptance is subject to passing the compulsory instructor exam upon completion of course with a mark of 80% or higher.

Application Fee	\$ 400.00
Program fee (Includes licensing & program administration)	\$ 2,250.00
Initial Site Visit / Program Audit	\$ 3,000.00
Instructor Fee (By webex)	\$ 2,250.00
Additional instructor fee	\$ 500.00
Per head fee	\$60

Note: Application fee is non-refundable.

No. of Additional Instructors:



TOTAL Payment SUBMITTED:

Payment Type:  Cheque  
 Purchase Requisition (Prior approval only - attach copy)

## AUDIT FEES

The program audit consists of a site visit or in-class review and may be scheduled after preliminary review is complete. The cost of the program audit is \$3,000.00 plus applicable taxes to be prepaid prior to scheduled date.

For more details regarding the program and fees, please refer to the 2018 Canadian Electrical Code Update Recognized Training Program (RTP) Guidelines document available from CSA Group.

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- Application Check list
- Application completed in full, signed and dated
  - A separate Instructor sheet is included for each instructor
  - Resumes and Training Certificates are included for each instructor
  - Payment is included
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Note: Other documents may be requested by CSA Group as part of the initial assessment.

## ACKNOWLEDGEMENT OF TERMS, CONDITIONS AND ACCEPTANCE

I certify that the information I (as the applicant) have provided is accurate. (Note: Collection and protection of personal information on this form is in accordance with CSA Group's privacy policy.)

By completing this application and signing below I acknowledge that I have read, understood, accept and agree to be bound by the CSA Group 2018 Canadian Electrical Code Update Recognized Training Provider Program Guidelines and the 2018 Canadian Electrical Code Update Recognized Training Provider Program Guidelines Terms and Conditions provided with this application; I represent that I am authorized to accept these terms on behalf of my organization; and I agree to pay the applicable fees set out herein.

### Acknowledgement

- By completing this application and signing below I acknowledge that I have read, understood, accept and agree to be bound by the 2018 Canadian Electrical Code Update Recognized Training Provider Program Guidelines and the 2018 Canadian Electrical Code Update Recognized Training Provider Program Terms and Conditions provided with this application, I represent that I am authorized to accept these terms on behalf of my organization, and I agree to pay the applicable fees set out herein
- I grant CSA Group permission to list the contact name, company, business address, business phone and e-mail on the CSA Group website listing of Recognized Training Providers upon qualification under this program.

Signature of  
Authorized  
Representative

Date



Please send your filled out and signed application at:

- [sales@csagroup.org](mailto:sales@csagroup.org) and/or [training@csagroup.org](mailto:training@csagroup.org)
- 178 Rexdale Boulevard, Toronto, Ont, M9W 1R3 (Attention : Standards Sales Department)



RECOGNIZED TRAINING PROVIDER PROGRAM  
INSTRUCTOR APPLICATION

INSTRUCTOR CONTACT INFORMATION

Name:

Title:

E-mail:

Phone:

Company:

Years with Company       Years of Teaching experience:

Years of Practical Experience

List Instructor Qualifications:

List Professional Development and Training:

Documents Attached:

Resume / CV

Certificates

Other

## CODE OF ETHICS AND PROFESSIONAL CONDUCT

This code of ethics sets forth the expectation that approved training provider will commit to conducting themselves in a professional, honest and impartial manner and shall act in a manner consistent with CSA Group's "Code of Conduct", as it may be amended, which is available at [http://www.csagroup.org/about/code of conduct](http://www.csagroup.org/about/code%20of%20conduct). This code of ethics applies to all CSA Group Recognized Training Providers and includes the following professional conduct:

1. Provide equitable, honest and impartial treatment of customers;
2. Provide customers with accurate, objective, timely and understandable information;
3. Perform all services in a safe and professional manner;
4. Stay informed of and comply with all relevant laws, codes, regulations, standards and industry practices;
5. Protect proprietary and confidential information gained during the course of work; and
6. Promote positive activities which raise the level of professionalism of the industry.

## RECOGNITION TERMS AND CONDITIONS

1. I agree to notify CSA Group in a timely manner of changes concerning the information I have provided, including my current address, telephone number, and e-mail.
2. I have reported, and will continue to report, to CSA Group, within sixty (60) days of occurrence, any matters, proceedings, lawsuits, settlements and/or other agreements, administrative agency actions, or organizational actions relating to my profession or occupation, including all complaints relating to my professional activities, and matters or proceedings involving, but not limited to certification, credentialing, malpractice, disciplinary ethics or similar matters. I also agree to promptly report, within sixty (60) days of occurrence, any felony criminal charges, convictions, or plea agreements or other criminal charges, convictions, or plea agreements relating to acts of dishonesty or unethical conduct.
3. I agree that CSA Group has the right to communicate with any person, government agency or organization to review or confirm the information in this application or any other information related to my application for CSA Group recognition. Further, I agree to and authorize the release of any information requested by CSA Group for such review and confirmation.
4. I understand that the CSA Group credential status does not imply licensure, registration or government authorization to practice any specific job function or to engage in related activities.
5. I agree that all materials submitted to CSA Group become the property of CSA Group, and that CSA Group is not required to return any of these materials to me.
6. I agree that upon meeting the CSA Group criteria, my name may be posted on the CSA Group website as part of an Online Registry to be created and maintained by CSA Group.
7. I agree that all disputes relating in any way to my application for a CSA Group recognition and/or my involvement generally in a CSA Group recognition program, will be resolved solely and exclusively by means of CSA Group policies, procedures and rules, including the stated appeals process.
8. CSA Group reserves the right to suspend or revoke this program if it is determined applicant has failed to uphold, or otherwise breached the terms of the CSA Group Recognized Training Provider Program, or committed a violation of the CSA Group Code of Ethics and Professional conduct.
9. I release and indemnify CSA Group from all liability and claims that may arise out of, or be related to, status as recognized trainer and related activities.
10. The CSA Group Recognized Training Provider Program may be revised periodically. I understand that it is my responsibility to obtain the most current copy online at: <http://www.csagroup.org>.

I agree to the Terms and Conditions of my enrollment including adherence to the Code of Ethics and Professional Conduct and I agree to adhere to the Application and Privacy Policy set forth by CSA Group.

Signature

Date:

Please send your filled out and signed application at:

- [sales@csagroup.org](mailto:sales@csagroup.org) and/or [training@csagroup.org](mailto:training@csagroup.org)
- 178 Rexdale Boulevard, Toronto, Ont, M9W 1R3 (Attention : Standards Sales Department)



## 2018 CANADIAN ELECTRICAL CODE TRAINING PROVIDER PROGRAM TERMS AND CONDITIONS

### 1. SCOPE

- 1.1 Under the CSA Group 2018 Canadian Electrical Code Update Recognized Training Provider Program (the “**Program**”), CSA Group will recognize those training organizations that meet and adhere to the Program requirements and guidelines set out in Annex A (the “**Program Guidelines**”) as a 2018 Canadian Electrical Code Update Recognized Training Provider (“**RTP**”) to deliver in the nation of Canada (the “**Territory**”) training services related to the CSA Group publication entitled *C22.1-18 Canadian Electrical Code, Part I* (the “**2018 CE Code Update Training**”) utilizing training materials developed and copyrighted by CSA Group (the “**2018 Canadian Electrical Code Update Training Materials**”) subject to these terms and conditions.
- 1.2 Recognition as a RTP enables access to the 2018 Canadian Electrical Code Update Training Materials and provides national exposure when promoting the 2018 Canadian Electrical Code Update Training. Each RTP will be listed in the CSA Group RTP Program Registry, have the right to use the 2018 Canadian Electrical Code Update Training Materials, and be authorized to demonstrate their CSA Group recognition within promotional materials, subject to these terms and conditions.
- 1.3 The Program and all rights herein are limited to the Territory. The nation of Canada shall include all provinces and territories thereof. A RTP shall not promote its status as a RTP or deliver any 2018 Canadian Electrical Code Update Training outside of the Territory.
- 1.4 The Program, including these Program Terms and Conditions and the Program Guidelines, form the agreement between CSA Group and the RTP. CSA Group reserves the right to modify the Program, including these Program Terms and Conditions and the Program Guidelines at any time upon notice to the RTP.

### 2. QUALIFICATION

- 2.1 A training organization may be qualified as a RTP if it meets and maintains the following requirements:
  - (i) the requisite industry experience, technical competency, knowledge and facilities suitable to deliver the training in accordance with industry endorsed criteria and the Program Guidelines;
  - (ii) adherence to the Program Guidelines and CSA Group policies and procedures; and
  - (iii) compliance with these terms and conditions.
- 2.2 CSA Group shall determine, in its sole discretion, if a training organization qualifies as a RTP.
- 2.3 Following receipt of an acceptable application, CSA Group shall conduct an initial assessment of the training organization, its facilities and personnel, and shall provide the training organization with written verification of its qualification and acceptance as a RTP or, alternatively, advise of rejection of the application together with recommendations for changes needed to establish future qualification. In the event of rejection, the training organization may re-apply following a twelve (12) month waiting period.
- 2.4 CSA Group will monitor and assess the performance of a RTP on a periodic basis, as detailed in Section 8 below. RTP is in no way relieved of its responsibilities under the Program as a result of any assessment conducted by CSA Group.
- 2.5 Subject to these terms and conditions, the Program does not restrict either RTP or CSA Group from entering into similar agreements with other organizations.

### 3. RTP PERFORMANCE

- 3.1 RTP shall deliver the 2018 Canadian Electrical Code Update Training in a professional and competent manner, in accordance with good business practices, and shall act in a manner consistent with CSA Group’s “Code of Conduct”, as it may be amended, which is available at [http://www.csagroup.org/about/code\\_of\\_conduct](http://www.csagroup.org/about/code_of_conduct). RTP shall use only the 2018 Canadian Electrical Code Update Training Materials to deliver the 2018 Canadian Electrical Code Update Training. RTP shall not sub-contract performance of any 2018 Canadian Electrical Code Update Training without CSA Group’s prior written approval.
- 3.2 RTP shall be responsible for purchasing the CSA Group publication entitled *2018 Canadian Electrical Code Update* (the “**2018 Canadian Electrical Code Update Handbook**” (participant guide) for each student enrolled in the 2018 Canadian Electrical Code Update Training and ensuring that each student receives the 2018 Canadian Electrical Code Update Handbook as part of their training materials.

- 3.3 RTP shall at all times satisfy the requirements of the Program in order to maintain its RTP status. RTP shall immediately notify CSA Group in writing of any changes that in any way affect or are governed by the Program, including, without limitation, any changes in its training personnel.
- 3.4 RTP shall submit to CSA Group regular quarterly reports to support its compliance with the Program. The format of such reports shall be agreed to between RTP and CSA Group, but at a minimum shall include the RTP published course schedule, course attendance reports and feedback forms.

#### **4. PROPRIETARY RIGHTS AND LICENSE**

- 4.1 RTP acknowledges and agrees that the copyright in and to the 2018 Canadian Electrical Code Update Training Materials and the 2018 Canadian Electrical Code Update Handbook, and all ownerships and other rights therein and thereto, in all formats, are and shall remain the sole and exclusive property of CSA Group. Nothing in these terms and conditions or the Program Guidelines shall give RTP any right, title or interest in or to the content of the 2018 Canadian Electrical Code Update Training Materials or the 2018 Canadian Electrical Code Update Handbook, or the copyrights, trademarks or other proprietary rights of CSA Group.
- 4.2 CSA Group grants RTP a non-exclusive, revocable license within the Territory, to utilize and reproduce the 2018 Canadian Electrical Code Update Training Materials, in their entirety without modification, as part of the RTP 2018 Canadian Electrical Code Update Training. RTP shall ensure that all copyright notices that appear on the 2018 Canadian Electrical Code Update Training Materials as delivered to RTP are not removed. For greater certainty, such license is limited to the 2018 Canadian Electrical Code Update Training Materials and does not extend to the 2018 Canadian Electrical Code Update Handbook.
- 4.3 RTP shall only be entitled to exercise those rights expressly granted by CSA Group under these terms and conditions. No modification or further reproduction is permitted. RTP shall not transfer, assign or sublicense any of the obligations or rights granted under these terms and conditions or any part thereof, to any other party without the prior written consent of CSA Group. RTP shall not use or permit others to use the 2018 Canadian Electrical Code Update Training Materials or 2018 Canadian Electrical Code Update Handbook in any manner inconsistent with these terms and conditions or that infringes the intellectual property of CSA Group or any third party.
- 4.4 CSA Group shall provide RTP with one copy of the 2018 Canadian Electrical Code Update Training Materials in electronic format, from which copies of the 2018 Canadian Electrical Code Update Training Materials may be reproduced as set out herein. RTP understands and acknowledges that CSA Group may modify or update the 2018 Canadian Electrical Code Update Training Materials at any time. CSA Group will provide RTP with a copy of or access to such revised 2018 Canadian Electrical Code Update Training Materials and RTP shall ensure that the revised 2018 Canadian Electrical Code Update Training Materials are utilized in all future 2018 Canadian Electrical Code Update Training. For greater certainty, such permission is limited to the 2018 Canadian Electrical Code Update Training Materials and does not extend to the 2018 Canadian Electrical Code Update Handbook.
- 5.1 RTP shall pay to CSA Group an annual fee in accordance with the Program Guidelines within thirty (30) days of the invoice date. Annual fees are due and payable in advance, and not refundable under any circumstances.
- 5.2 RTP shall also pay to CSA Group all fees and expenses associated with the qualification, training, surveillance, audits and assessments required under the Program, within thirty (30) days of the invoice date.
- 5.3 RTP shall pay for all products and materials ordered from CSA Group. Any applicable discounts are as set out in the Program Guidelines. CSA Group reserves the right to set payment terms at the time any products or materials are requested. All invoices are payable within thirty (30) days of the invoice date unless otherwise arranged.

#### **6. TRAINING**

- 6.1 RTP shall ensure that its training personnel receive and maintain the required training in accordance with the Program Guidelines. Training shall be provided by CSA Group in accordance with its usual rates and terms. The CSA Group Learning Services Terms and Conditions are available at <http://www.csagroup.org>.

#### **7. ADVERTISING AND PROMOTION**

- 7.1 RTP shall not refer to or use the name, trade name, trade-mark, service or other mark (the "**Trade-marks**") of CSA Group, or any of its divisions or subsidiaries, in any promotional items, advertising, press releases or other publicity matters, whether in written, pictorial or electronic format, without the prior written consent of CSA Group.
- 7.2 Provided RTP remains in compliance with these terms and conditions and the Program remains in effect, RTP may use the CSA Group logo in advertising or promotional material or other literature, only in reference to the 2018 Canadian Electrical Code Update Training. References to



CSA Group shall not be misleading as to the scope, extent or intent/meaning of the recognition as a RTP beyond what is set out in the Program Guidelines and these terms and conditions. RTP shall not make any public representations that its recognition as a RTP implies that CSA Group has endorsed its products or services in any way beyond the 2018 Canadian Electrical Code Update Training. RTP shall not alter the appearance of the CSA logo nor use it in combination with other designs to create a new logo or trademark. RTP shall amend or discontinue the use of all advertising, promotional material or other literature considered inappropriate by CSA Group, at RTP's own expense, upon the written request of CSA Group or upon termination pursuant to section 13.

- 7.3 RTP shall instruct its internet service provider or other third-party supporting any web-site on which RTP makes advertising or promotional references to CSA Group to take such action as necessary to comply with CSA Group's written instructions to ensure that a web-site which displays, in CSA Group's opinion, misleading advertising, promotional material or other literature regarding CSA Group, does not continue to be displayed and accessible. CSA Group reserves the right to seek legal recourse and any remedy it believes appropriate upon a refusal to amend or discontinue the use of all such advertising, promotional material or other literature.
- 7.4 CSA Group shall have the right to list in the RTP Program Registry such information about RTP, its personnel and services as is consistent with the Program Guidelines.
- 7.5 RTP understands and agrees that monetary damages would not be a sufficient remedy and that CSA Group will be entitled to injunctive relief in addition to all other remedies available at law or equity relating to use of any CSA Group trademark in breach of these terms and conditions. The provisions of this section shall survive the termination or expiration of the Program for as long as permitted by law. RTP shall pay CSA's reasonable legal fees incurred in enforcing this section.

## 8. SURVEILLANCE AND REQUALIFICATION

- 8.1 CSA Group may conduct periodic surveillance, audits and re-qualification assessments of RTP to confirm RTP's continued compliance with the Program requirements and these terms and conditions.
- 8.2 RTP shall maintain adequate books and records in accordance with current generally accepted accounting principles and will, at all reasonable times, and for a period of three (3) years following the expiry of the Program or termination of RTP under the Program, allow CSA Group's authorized representative(s) access to all records and information related to the Program, 2018 Canadian Electrical Code Update Training, 2018 Canadian Electrical Code Update Training Materials and 2018 Canadian Electrical Code Update Handbook.
- 8.3 Where any surveillance, audit or assessment discloses improper practices, deficiencies or a breach of the Program Guidelines or any of these terms and conditions, the RTP shall immediately rectify the problem at its own expense, and pay all costs, including legal costs, associated with such surveillance, audit or assessment. If appropriate corrective action is not taken by RTP to the satisfaction of CSA Group, CSA Group may terminate RTP from the Program in accordance with section 13 in addition to all other remedies available at law or equity relating to breach of these terms and conditions.

## 9. CONFIDENTIALITY

- 9.1 "**Confidential Information**" means all information, ideas, data and documents related to the business of each party, including the personal information of employees and customers of either party, as well as information relating to products, administration, markets, contracts, strategies, methods of operation, technology and trade secrets, whether tangible or intangible, oral or written, and files, manuals, and equipment that is the property of either party, and, in the case of tangible information, has been marked as "confidential", or in the case of information which has been disclosed orally or visually, is identified as confidential at the time of disclosure and is summarized in writing and the summary provided by the discloser to the recipient within fourteen (14) days after disclosure. Each party shall use Confidential Information of the other party only for the purposes contemplated by the Program. Each party shall use reasonable efforts to ensure that the Confidential Information of the other party is not disclosed or made available in any form to any third party except with the prior written consent of the other party. Despite the foregoing, a party may disclose Confidential Information of the other party where required by: i) applicable law; ii) order of any court of competent jurisdiction or governmental authority; or (iii) where requested by a regulatory authority exercising its statutory mandate. These provisions shall not apply with respect to information that: a) is independently developed by a party; b) is disclosed to the public (other than through unauthorized disclosure); c) was gained from a third party who is legally free to pass on such information without a duty of confidentiality; or d) at the time of disclosure was already in the possession of the party receiving it and is not subject to any other confidentiality agreement between the parties.
- 9.2 The obligations under this section 9 shall survive the termination of the Program or RTP from the Program for a period of five (5) years from the date of the disclosure.
- 9.3 In addition, the parties agree that any financial terms (including but not limited to payment terms) agreed to between the parties are considered confidential information. The parties shall keep such financial terms in confidence and shall not, without the other party's prior written consent, disclose or otherwise make such financial terms available, to any third party, unless otherwise obligated by budget approval processes.

## 10. DISCLAIMER

CSA Group makes no representation or warranty with respect to the usefulness, accuracy, novelty, validity, scope, completeness or currency of the 2018 Canadian Electrical Code Update Training Material or the 2018 Canadian Electrical Code Update Handbook, and expressly disclaims any implied warranty of freedom from defects, merchantability or fitness for a particular purpose. CSA makes no representation or warranty regarding the 2018 Canadian Electrical Code Update Training Material or the 2018 Canadian Electrical Code Update Handbook compliance with any applicable statute, rule, or regulation.

## 11. INDEMNIFICATION

- 11.1 RTP shall indemnify and hold harmless CSA Group, its members, directors, officers, agents, contractors and employees from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner arising from any act or omission or misconduct of RTP, its officers, directors, employees, contractors, servants or agents, or persons for whom RTP had assumed responsibility in the performance, or purported performance of the 2018 Canadian Electrical Code Update Training or arising from a breach of RTP's obligations under the Program or these terms and conditions.
- 11.2 Except for the negligent act or omission of CSA Group, RTP hereby forever releases and discharges CSA Group, its members, directors, officers, agents, contractors and employees from and against any and all claims, damages, expenses, liabilities, and proceedings of any kind relating to this Agreement, and including, without limitation, claims related to the termination or suspension of or from the Program.
- 11.3 RTP's liability to indemnify or reimburse CSA Group under these terms and conditions shall not affect or prejudice CSA Group from exercising any other rights or remedies it may have under law or equity.
- 11.4 RTP's obligations under this section 11 shall survive the termination or expiry of the Program or RTP from the Program.

## 12. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL CSA GROUP, ITS VOLUNTEERS, MEMBERS, SUBSIDIARIES, OR AFFILIATED COMPANIES, OR THEIR EMPLOYEES, DIRECTORS, OR OFFICERS, BE LIABLE FOR ANY DIRECT, INDIRECT, OR INCIDENTAL DAMAGES, INJURY, LOSS, COSTS, OR EXPENSES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO SPECIAL OR CONSEQUENTIAL DAMAGES, LOST REVENUE, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR RESULTING FROM ACCESS TO OR POSSESSION OR USE OF THE 2018 CANADIAN ELECTRICAL CODE UPDATE TRAINING MATERIALS OR 2018 CANADIAN ELECTRICAL CODE UPDATE HANDBOOK, EVEN IF CSA GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INJURY, LOSS, COSTS, OR EXPENSES.

## 13. TERM AND TERMINATION

- 13.1 RTP acceptance under the Program shall commence upon written notice from CSA Group in accordance with section 2 of these terms and conditions, and unless terminated sooner as provided in these terms and conditions, will be renewed annually subject to payment of the applicable fees.
- 13.2 **CSA Group reserves the right to terminate RTP from the Program upon the occurrence of any of the following events:**
  - (i) Immediately, without further notice from CSA Group, if RTP fails to rectify, to the satisfaction of CSA Group, any failure to comply with any of these terms and conditions or the Program Guidelines within seven (7) days of receipt of notice of non compliance from CSA Group.
  - (ii) Immediately, without further notice from CSA Group, if RTP does not pay any outstanding account within seven (7) days of receipt of final notice from CSA Group;
  - (iii) Upon seven (7) days written notice from CSA Group, if RTP terminates or ceases to carry on all or any material part of its business and/or operations;
  - (iv) Upon seven (7) days written notice from CSA Group, if there is a direct or indirect change of ownership or control of RTP, subject to approved assignment as provided in section 14.9;
  - (v) Immediately, without notice, if all or substantially all of the property, assets or operations of RTP are expropriated or otherwise taken by any Official Body. For the purposes of this section "Official Body" means any government authority or any court, tribunal or arbitrator acting under the authority of any governmental body, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances;
  - (vi) Immediately, without notice, if RTP shall generally not pay its debts when due, or shall admit in writing its inability to pay its debts when due, shall otherwise be insolvent or admit its insolvency, or make an assignment for the benefit of creditors, is petitioned into bankruptcy, or takes advantage of any provincial, state, federal or foreign bankruptcy or insolvency act, or if a receiver or receiver/manager is appointed for all or any substantial part of its property and business and such receiver or receiver/manager

remains undischarged for a period of thirty (30) days; or

(vii) Immediately, without notice, if RTP has its corporate existence terminated by voluntary or involuntary dissolution.

13.3 CSA Group may terminate the Program for any reason upon ninety (90) days prior written notice to RTP.

13.4 On the termination of the Program or RTP from the Program, RTP shall cease all use and distribution of the 2018 Canadian Electrical Code Update Training Materials and 2018 Canadian Electrical Code Update Handbook and all associated CSA Group intellectual property. Such termination or expiry shall not release or discharge CSA Group or RTP from their obligations of confidentiality or from any obligations or liabilities arising prior to the date of termination or expiry.

## 14. GENERAL

14.1 **Continuity:** RTP shall notify CSA Group in writing as soon as possible prior to any direct or indirect change in its control or ownership. CSA Group reserves the right to terminate RTP from the Program as set out in section 13 in the event of any such change.

14.2 **Entire Agreement:** These terms and conditions and the Program Guidelines constitute the entire agreement between CSA Group and R T P (this "**Agreement**") with respect to its subject matter and supersedes all prior and contemporaneous communications, both written and oral. This Agreement shall not be modified except by a written agreement signed on behalf of CSA Group and RTP by their respective duly authorized representatives. In the event of any conflict between these terms and conditions and the Program Guideline, these terms and conditions shall govern.

14.3 **Compliance with Applicable Laws:** RTP hereby represents and warrants that it has proper and sufficient authority and power to perform its obligations under this Agreement and that doing so does not contravene any laws, regulations or codes. RTP shall comply with and observe all laws, rules and regulations in the performance of the 2018 Canadian Electrical Code Update Training, including the procurement of all permits and certificates where required.

14.4 **Applicable Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of Ontario, Canada and the Courts of Ontario shall have exclusive jurisdiction.

14.5 **Notices:** All notices, instructions, and other communications, required under this Agreement or contemplated hereby, shall be sufficiently given if sent by electronic mail or by facsimile or personally delivered or sent by prepaid registered mail.

14.6 **Relationship:** The relationship of CSA Group and RTP is an independent contractual one, and nothing in this Agreement shall be construed to constitute CSA Group and RTP as partners, joint ventures, employers or agents of one another.

14.7 **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the illegal, invalid or unenforceable parts shall be severed therefrom.

14.8 **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions thereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of CSA Group and RTP.

14.9 **Successors and Assigns:** This Agreement shall endure to the benefit of and be binding on the parties and their respective successors and permitted assigns. This Agreement, and any rights or obligations in this Agreement, are not assignable by either party without the prior written consent of the other party.

14.10 **Dispute Resolution:** The parties agree to work together to resolve any disputes that may arise. Should any dispute concerning this Agreement's implementation arise that cannot be resolved by the operational level staff, such disputes will be submitted to a higher level of management for each party to develop a mutually acceptable solution.

14.11 **Language:** The parties hereby acknowledge that they have required that this Agreement and all documentation, notices and judicial proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties aux présentes reconnaissent avoir exigé que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou se rapportant directement ou indirectement à la présente convention, soient rédigés en anglais.