The Corporation of the Town of South Bruce Peninsula

By-Law Number 27-2017

Being a By-Law to Authorize the Mayor and Clerk to Sign an Agreement to Become a Training Partner with the Canadian Red Cross Society

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

And whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas the Town of South Bruce Peninsula is desirous of entering into an agreement with the Canadian Red Cross to become a Training Partner to deliver the Canadian Red Cross training courses.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign the Canadian Red Cross Prevention and Safety Training Partner Agreement.

2. That a copy of the agreement as referred to herein shall be attached hereto and form part of this by-law.

Read a first and second time this 4th day of April, 2017.

Mayor

Clerk

Read a third time and finally passed this 4th day of April, 2017.

Mayor

Clerk
Prevention and Safety Training Partner Agreement

The Canadian Red Cross Society

February 1st, 2017
TRAINING PARTNER AGREEMENT

THIS AGREEMENT is between

The Canadian Red Cross Society, a charitable corporation incorporated under the relevant laws of Canada, having its head office in the city of Ottawa, in the Province of Ontario (Hereinafter referred to as the "CRCS")

and

Town Of South Bruce Peninsula, a corporation incorporated under Ontario, or Organization (as defined herein), having its head office in the city of Wiarton, in the Province of Ontario (Hereinafter referred to as the "Training Partner")

Daniel Robinson, an individual residing in the city of Wiarton, in the Province of Ontario (Hereinafter referred to as the "Training Partner")

WHEREAS CRCS has created and delivers Prevention and Safety training programs which include national program standards that are designed to meet the requirements of applicable federal and provincial legislation (the "Program");

WHEREAS CRCS delivers the Program partly through its own personnel as well as through independent CRCS Training Partners ("Training Partners") that who employ or otherwise use the services of CRCS certified Instructors/Trainers ("Instructors/Trainers");

AND WHEREAS the Training Partner wishes to deliver one or more of the Training Courses that form part of the Program, either to their own employees or to other third parties such as individual participants;

AND WHEREAS the Training Partner has been approved as such by the CRCS;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRCS and the Training Partner (collectively the "Parties" and each a "Party") covenant and agree as follows:

1. CONTEXT

1.1 The Training Courses offered and delivered by the CRCS within the Program are designed in accordance with standards and requirements of federal and provincial/territorial regulations and legislation including but not limited to Occupational Health and Safety regulations and Child Protection Acts and share the goal of creating safe environments, free from violence and abuse.
1.2 The purpose of this Training Partner Agreement (the "Agreement") is to establish the roles and responsibilities of the Parties as they relate to Program, and to define the parameters for cooperation between the Parties.

1.3 The delivery of the Program by Training Partner shall be done in a manner that is consistent with the Fundamental Principles of the International Red Cross and Red Crescent Movement, which impose, in the context of this Agreement, collaboration and cooperation between the Parties to offer flexible, affordable, accessible and high quality Training Courses.

1.4 The Training Courses must be delivered in accordance with the CRCS National Program Standards, as they may be amended from time to time, and are available to the Training Partner on the Training Partner website at www.redcross.ca/myrc (the "Website"). Amendments to the CRCS National Program Standards will be notified in accordance with Section 6 of this Agreement.

2. INTERPRETATION

2.1 DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

a. "Authorized Representative" shall mean an individual with signing authority within each Party’s organization and therefore capable to commit the Party to the obligations provided for in this Agreement.

b. "Business Day" shall mean a day on which Training Partner’s and the CRCS’s offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada.

c. "Calendar Days" shall mean all days in a month, including weekends and holidays.

d. "Context" shall mean, for the purposes of Section 1 of this Agreement, the general description of the nature and purpose of the Agreement, and the obligations of the Parties derived thereof. This Section forms part of the Agreement and may be used to interpret another section of the Agreement as well as the scope of the rights and obligations of the Parties under this Agreement.

e. "Corporation" shall mean to include organizations that have been incorporated under the laws of a province or under the federal laws of Canada, and any other corporation carrying on business in compliance with the laws of Canada.

f. "CRCS Logo" shall have the meaning provided for in section 8.5 of this Agreement.


i. “Organization” shall mean to include but shall not be limited to individuals or institutions that are not Corporations but operate in compliance with all applicable municipal, provincial and federal laws in Canada, such as sole proprietorships, partnerships, government agencies, non-Corporate health organizations, not-for-profit organizations, educational institutions, and First Nations, Metis and Inuit communities.

j. “Grave Error” shall mean, for the purposes of Sections 9 and 10 of this Agreement, deviation from accuracy or correctness in the CRCS manuals or written materials of such nature that can reasonably be expected to cause substantial harm to an individual who is relying on the accuracy or correctness of the document in which the error is contained.

k. “Instructors/Trainers” shall mean an individual who holds a current CRCS certification to teach the Training Courses selected in Schedule A (Statement of Services) of this Agreement.

l. “License” shall have the meaning provided for in section 8.1 of this Agreement.

m. “Participants” shall mean the individuals taking the Training Courses delivered by the Training Partner.

n. “Quality Assurance Program” shall mean the CRCS strategy designed to monitor and evaluate the various aspects involved in the delivery of the Program by the Training Partner, in order to ensure that the quality levels required by the CRCS are met consistently.

o. “Self Insurance” shall mean the use of non-traditional insurance mechanism where insurance losses are self-retained and paid from an adequately funded captive, insurance pool or financial reserve.

p. “Statement of Services” shall mean the terms and conditions establishing the responsibilities of the Parties under this Agreement, which are contained in Schedule A (Statement of Services) of this Agreement.

q. “Training Courses” shall mean the courses and/or training programs that form the Program, as selected in Schedule A (Statement of Services) of this Agreement.

2.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein, and supersedes all prior agreements (except as specifically provided for in this Agreement), understandings, negotiations and discussions, whether oral or written, of the Parties. The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof.
2.3 Binding on the Parties. The Parties intend this Agreement to be a legally binding contract and signify their acceptance of this principle upon signing it.

2.4 Schedules. This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated by reference herein and form a part hereof:

Schedule “A” Statement of Services
Schedule “B” CRCS Standard Terms and Conditions of Sale

2.5 No Warranty or Representation. The Parties do not make and have not made or given any warranties, representations or covenants respecting the subject matter of this Agreement, save and except as expressly stated in this Agreement.

2.6 Translation. The Parties acknowledge that this Agreement and all documents relating hereto were executed in English. Should this Agreement be translated into any other language, in the event of a discrepancy in the interpretation of its meaning, the English version shall prevail.

2.7 Conflict. If there is a conflict between any provision of this Agreement and any provision of another document contemplated by, or delivered under, or in connection with, this Agreement, the relevant provision of this Agreement is to prevail.

2.8 Time is of the Essence. Time shall be of the essence in all provisions of this Agreement.

2.9 Severability. If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

(a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
(b) the legality, validity or enforceability of that provision in any other jurisdiction.

2.10 Currency. Unless otherwise specified, all monetary amounts are stated in Canadian dollars (“CDN $”).

2.11 Independence. Nothing in this Agreement provides for a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the Parties. The Parties remain at all times and for all purposes independent legal entities. The Parties understand that the word ‘partner’ in the term “Training Partner” used in this Agreement is intended to emphasize the cooperative nature of the relationship. The Parties agree that they are not partners in the strict legal sense. The acts of one Party will not in any way bind the second Party, the Parties share no expectation of profit and no joint or several liability is created as a result of this Agreement.
2.12 **Headings.** The headings of the articles and sections in this Agreement are included for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

3. **TERM**

3.1 This Agreement shall commence on the date of its execution by the last Party and shall remain in effect until terminated in accordance with Section 9 of this Agreement (the "Term").

4. **SERVICES**

The terms and conditions under which Training Courses are delivered by the Training Partner are set out in the Statement of Services contained in Schedule “A” of this Agreement.

5. **FEES**

5.1 The Parties agree that in carrying on the activities under this Agreement, the Training Partner shall be responsible for the payment of the annual fees (where applicable) plus the applicable taxes and any other fees associated with being a CRCS Training Partner as specifically described in Schedule “A” (Statement of Services) to this Agreement, as well as for purchasing certain products and services from the CRCS. Payment of fees as well as any purchase made shall be done in accordance with the terms provided for in Schedule “A” (Statement of Services) to this Agreement.

6. **RESPONSIBILITIES OF THE CRCS**

During the Term of this Agreement, the CRCS shall:

a) Make available, up-to-date Program manuals and materials that meet the federal/provincial/territorial legal or regulatory requirements and current CRCS National Standards.

b) provide Training Partner with quarterly updates through Newsletters and bulletins such as “E-news”

c) provide Training Partner access to Training Course updates, revisions, access to resources, support and training as required

d) maintain a certification registry of all Instructors/Trainers who successfully complete relevant certification requirements
e) provide Training Partner with the technical support necessary to clarify or explain any information contained in the CRCS manuals or any other CRCS written material

f) provide access to developed marketing materials as they relate to the delivery of the Program

g) maintain a Quality Assurance Program as defined in Section 2 of the Agreement

h) inform Training Partner, within ninety (90) days, of any changes to the price list of training materials, services, and products

i) inform Training Partner of any changes to relevant national standards

j) make available on the Website the requirements with respect to classroom and facilities, resources, equipment and supplies and other learning resources

k) make available to Training Partner the CRCS Code of Conduct, Child Protection Policy and Social Media Guidelines as guiding principles for the delivery of CRCS programs (available at www.redcross.ca/myrc).

7 NOTICES

7.1 All notices, requests, demands, or other communications (collectively called “Notices”) by the terms hereof required or permitted to be given by one Party to any other Party, or to any other person, shall be given in writing by personal delivery or by registered mail, postage prepaid, or by email. The Parties agree that in certain circumstances, the CRCS may when the content of the communication so permits, communicate with the Training Partner through the Website.

The address of each Party for any such Notice shall be as follows:

CRCS:
The Canadian Red Cross Society
170 Metcalfe St
Ottawa Ontario Canada
K2P 2P2
Attention: National Prevention and Safety
Contact Centre
Email: myrcsupport@redcross.ca

Training Partner:
Town Of South Bruce
Peninsula
315 George Street, Po Box 310
Wiarton, Ontario
Attention: Daniel Robinson
Email: firedept@bmts.com

or at such subsequent address given by such Party to the other Party hereto by a Notice in writing from time to time.

7.2 All Notices shall be deemed to have been received when delivered or transmitted or, if mailed, ten (10) Business Days after the day of the mailing thereof.
7.3 If any Notice shall have been mailed and if normal mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received ten (10) Business Days after the day that normal mail service is resumed, provided that during the period that normal mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

7.4 Primary Contacts. During the Term, Training Partner and CRCS shall appoint a nominee (the "Primary Contact") to manage the relationship between the Parties and ensure compliance with the terms of this Agreement. For the Term of the Agreement the Primary Contact shall be as follows:

Training Partner:

Town Of South Bruce Peninsula
firedept@bmts.com | 519-534-1400

CRCS:

Canadian Red Cross
myrcsupport@redcross.ca | 1-877-356-3226

Upon written notice to the other Party, either Party may change its designated Primary Contact person.

8 INTELLECTUAL PROPERTY

8.1 Grant of License. The CRCS grants the Training Partner a non-exclusive, limited license to use the CRCS name, and the CRCS Training Partner Logo (and/or the CRCS Swim Logo, if applicable) only for the Purpose of and for the Term of this Agreement, as presented in the CRCS Training Partner Graphics Guide (and/or the CRCS Swim Identity Guide if applicable) (the "Graphics Guides"), available on the Website, subject to the restrictions set out in such Graphics Guides and the terms and conditions set out herein (collectively the "License").

8.2 License. The Training Partner may not grant any sublicenses of the License to any third party.

8.3 Reservation of Rights. All rights not expressly granted to the Training Partner herein are reserved by the CRCS. The use of a CRCS logo other than the Training Partner logo (and/or the CRCS Swim Logo), as well as the use of the Training Partner logo (and/or the CRCS Swim Logo) for purposes not contemplated in this Agreement, shall require prior written approval by CRCS.

8.4 Consistent Quality and Safety. The Training Partner is responsible for the consistent quality and safety of the License.
8.5 The Emblem. The Red Cross Emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. Conversely the CRCS Logo is the Red Cross Emblem plus the phrase “Canadian Red Cross” or “Croix-Rouge canadienne” as set out in the CRCS Graphic Standards. Use of the Red Cross Emblem alone is strictly prohibited.

8.6 CRCS Ownership. The Training Partner acknowledges the CRCS’s exclusive right, title, and interest in, and to, the License. Further, the Training Partner agrees and acknowledges that the Training Partner’s use of the License shall inure to the CRCS’s benefit. The Training Partner shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair the CRCS’s right, title, and interest in, and to, the License.

9. TERMINATION

9.1 Either Party may terminate this Agreement at any time by giving thirty (30) Calendar Days written notice pursuant to Section 3 of its intention to the other Party (the “Termination Notice Period”). Under these circumstances, the Agreement will terminate upon expiration of this Termination Notice Period.

9.2 Either Party may terminate this Agreement at any time upon written notice to the other if the other Party defaults by failing to perform any obligation on its part under this Agreement, including but not limited to those set out in Schedule “A” (Statement of Services) of this Agreement and, in the case of the Training Partner, making an unauthorized use of the License granted under section 8.1 of this Agreement. The termination will become effective thirty (30) Calendar Days after receipt of written Notice unless during the relevant period of thirty (30) Calendar Days the defaulting Party has remedied the default or (if the default is not capable of remedy within thirty (30) Calendar Days) is diligently proceeding to cure the default by taking active effective and continuing steps to do so and the default is in fact cured within ninety (90) Calendar Days after receipt of the relevant Notice.

9.3 The CRCS shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Training Partner in the event that there is a change in control of the Training Partner, regardless of whether such change of control occurs by virtue of a share, debt, asset or other transaction or circumstance. In this Section 9.3, the term “Control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

9.4 The CRCS shall be entitled to suspend or terminate this Agreement immediately and without notice if:

(i) The Training Partner, any of its directors, employees, volunteers or subcontractors does anything that in the reasonable opinion of the CRCS brings or could bring the Training Partner Logo, the CRCS Swim Logo, the CRCS Logo or reputation of the CRCS into disrepute; including, but not limited to a director, employee, volunteer or
subcontractor of the Training Partner being charged with, pleading guilty to or convicted of an offence under the Criminal Code;

(ii) A resolution is passed for the voluntary or compulsory liquidation of the Training Partner or a receiver is appointed over all or part of its business or if the Training Partner as an individual has a bankruptcy petition presented against him or her;

(iii) The Training Partner participates in, allows, or fails to control, conduct that could reasonably be seen as (i) injurious to the reputation of the CRC or its programs; (ii) discriminatory; or (iii) capable of jeopardizing the dignity safety and security of the Participants. In investigating such conduct, the CRCS will act reasonably and shall consider the particular circumstances of each case; or

(iv) The Training Partner does not deliver any CRCS courses within a period of eighteen (18) months.

9.5 Upon termination of this Agreement for any cause under this Section 9, or upon suspension as the case may be, the CRCS will:

a) Notify Training Partner and any Instructors/Trainers who the CRCS is aware work for the Training Partner about the termination or the suspension of the Agreement;

b) Deny Training Partner access to the CRCS Training Partner website

c) Use reasonable efforts to ensure that the courses undertaken by Training Partner are continued by CRCS directly or by another Training Partner and that Participants and Instructors/Trainers are as minimally affected as possible.

9.6 Upon termination of this Agreement for any cause, or upon suspension as the case may be, the Training Partner shall:

(a) Immediately cease using the License, including the CRCS name, the Training Partner Logo, the CRCS Swim Logo or the CRCS Logo if applicable, in any capacity;

(b) Immediately cease to hold itself out as a CRCS Training Partner;

(c) Bring all accounts with the CRCS up to date and pay all amounts owing to the CRCS within thirty (30) Calendar Days following the termination or suspension.

(d) Be entitled to return to CRCS the materials purchased from CRCS, for either full or partial refund. Such refund shall depend on whether they are, in the sole opinion of the CRCS, unused, resalable and current.

(e) Immediately provide to CRCS a list and details of Training Courses they are delivering or scheduled to deliver and Participant contact info; and

(f) Immediately submit all Training Course Participant rosters to the CRCS.
10. LIABILITY

10.1 CRCS shall not be liable for any injury, loss, damage or death occasioned to, or suffered by, any person or persons or to any property arising, or alleged to arise, from the Training Partner's performance of its obligations under this Agreement, save and except to the extent such injury, loss, damage or death results from, or is occasioned or suffered by reason of, a Grave Error contained in the CRCS materials upon which Training Partner relies to teach the Courses, provided the Training Partner is using the most recent official version of these materials, has obtained them directly from the CRCS, and has not in any way altered them directly or has acquiesced or consented to their alteration by a third party.

11. INDEMNIFICATION

11.1 Training Partner shall indemnify and keep CRCS fully indemnified against all liabilities costs and expenses in respect of claims brought against CRCS by third parties in relation to death or injury to persons or loss of, or damage to, property where and to the extent that such death, injury, loss or damage is attributable to its wilful or negligent act or omission, or that of its employees, agents, or others whom Training Partner is reasonably responsible for at law.

11.2 CRCS shall indemnify and keep Training Partner fully indemnified against all liabilities, costs and expenses in respect of claims brought against Training Partner by third parties in relation to death or injury to persons, or loss of, or damage to, property, exclusively where and to the extent that such death, injury, loss or damage is attributable to a Grave Error, as this term is defined in section 2 of this Agreement, contained in the CRCS manuals or other materials upon which Training Partner relies to teach the Training Courses, and provided the Training Partner has used the most recent official version of the materials, has obtained them directly from the CRCS and has not in any way altered them directly, or has acquiesced or consented to their alteration by a third party.

11.3 The indemnified party shall:

(a) promptly notify the other Party of the claims;

(b) allow the other Party, if the Party so requests, to conduct and control (at the requesting Party's sole cost and expense) the defence of such claims and any related settlement negotiations; and afford all reasonable assistance to the other Party (at the other Party's sole cost and expense) and make no admission prejudicial to the defence of such claims.

12 CONFIDENTIALITY

12.1 Confidentiality Obligations. Each Party agrees that they shall not disclose Confidential Information to any third party, except to its directors, officers, employees or volunteers, with a need to know in regard to this Agreement, without the express written consent, nor make
use of any Confidential Information other than in the performance of this Agreement. Each Party further agrees to protect Confidential Information from transfer or disclosure to others by use of the same measures that each Party uses to protect its own Confidential Information, but not less than reasonable measures.

12.2 **Confidential Information.** "Confidential Information" means any information or material that relates to each Party’s business and affairs including Client’s donor lists and any information relating to the suspension or termination of this Agreement, and that: (i) is clearly marked “confidential” or “proprietary” if provided in written form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential or proprietary.

12.3 **Exclusions.** Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party; or (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each Party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each Party shall notify the other Party of same and that each Party shall have the right to participate with the other Party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

12.4 **Publicity.** Each Party will seek approval of the other Party before any external announcement regarding this Agreement or the Services that this Agreement provides for. Neither Party shall issue any press releases related to this Agreement or the Services without the prior written approval (not to be unreasonably withheld) of the other Party.

13 **PROTECTION OF PERSONAL INFORMATION AND CONSENT TO USE OF PERSONAL INFORMATION**

13.1 The Training Partner recognizes that any information concerning the officers, directors, volunteers, donors, employees, customers, and other individuals about whom CRCS holds information may be subject to the requirements of the Freedom of Information and Protection of Privacy Act (Ontario); the Personal Information Protection and Electronic Documents Act (S.C. 2000, c.5) as amended; the Personal Health Information Protection Act, 2004, and any other law(s) governing privacy in Canada, including the provincial legislation respecting protection of privacy applicable in the province where the Training Partner operates.

13.2 The Training Partner consents to the collection, use and disclosure of the information about the Training Partner as may be required to facilitate the purposes of this Agreement, and facilitate and promote the operations of the CRCS, in accordance with privacy law to which the Training Partner may be subject.
13.3 The Training Partner shall keep confidential and not divulge, or use without the written consent of the CRCS, any personal information about an identifiable individual (including, but not limited to, the name and address of an individual) provided to the Training Partner by the CRCS or obtained by the Training Partner from any other source, except as required by the Training Partner in order to carry out its obligations under this Agreement, and in accordance with the privacy law to which the Training Partner may be subject. The Training Partner shall not destroy any information about an identifiable individual unless expressly instructed to do so in writing by an Authorized Representative of the CRCS.

14 INSURANCE

14.1 Training Partner shall be responsible for maintaining insurance on its properties and assets and for the operation of its organization in such amounts and against such risks as would be customarily obtained and maintained by a prudent owner of similar properties and assets operating a similar operation, including appropriate third party liability insurance in an amount no less than two million ($2,000,000.00) dollars.

14.2 The CRCS will be added as an additional insured under all liability insurance policies taken out by the Training Partner with respect to the performance of this Agreement.

14.3 The Training Partner will provide certificates of insurance, upon request by the CRCS, evidencing that required coverage is in place at all times during the Term of this Agreement.

14.4 If Training Partner is an Organization, as this term is defined in section 2 of this Agreement, who is self-insured, the CRCS may accept, at its own discretion, that the insurance coverage referred to in subsection 14.1 be maintained through a self-insurance program, provided it meets the CRCS requirements.

Upon acceptance by the CRCS of the self-insurance program employed by Training Partner, the Training Partner shall include the CRCS under such program as an additional insured or provide a waiver of subrogation in favour of CRCS.

CRCS reserves the right to reject, in whole or in part, the self-insurance program of the Training Partner and may, in its own discretion, require commercial insurance coverage.

15 FORCE MAJEURE

15.1 If either Party is delayed, or interrupted in, or prevented from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, acts of terrorism, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, or any other cause beyond its control, and if such Party has given the other Party prompt notice thereof and, on request, such confirmatory documentation as the other Party may reasonably request and has in good faith kept the other party apprised of when the delay, interruption or prevention is expected to be resolved, the time for the performance of the Party's obligations will thereupon be extended for a period equal to the duration of the contingency that occasioned the delay, interruption or prevention, but not exceeding sixty (60) days.
unless otherwise mutually agreed. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

16 RECORDS AND REPORTS

16.1 The Training Partner shall keep accurate records of all matters related to

(i) The delivery of the Program to be carried out by the Training Partner under this Agreement, and

(ii) Compliance by the Training Partner with its obligations under this Agreement.

16.2 The Training Partner shall report to the CRCS at such times, in such manner and with respect to such matters, as the CRCS may reasonably require with respect to this Agreement.

17 QUALITY, INSPECTION AND AUDIT

17.1 The Training Partner shall, and shall cause its subcontractors and agents to, provide the CRCS (through the CRCS’s Authorized Representatives) with such records, reports and access to premises as the CRCS may reasonably request for the purposes of conducting an audit to determine compliance by the Training Partner with its obligations under this Agreement including, but not limited to, compliance with its obligations under Section 16.1.

17.2 For the purposes of Section 17.1, the CRCS shall have complete access to, and may examine, audit, and take copies and extracts from, all records including, but not limited to, all activity logs, time sheets, books of account, vouchers, cheques, papers, certificates, licences and other documents that relate to this Agreement.

17.3 For the purposes of ensuring continued compliance with its obligations under Section 4 and Schedule “A” (Statement of Services) of this Agreement, the Training Partner shall provide the CRCS with complete access to audit any Training Course offered by the Training Partner.

18 GENERAL PROVISIONS

18.1 Enurement This Agreement shall be binding upon and enure to the benefit of the Parties, their respective successors and permitted assigns.

18.2 Assignment. Neither Party may assign, subcontract or in any way transfer or delegate any of its rights or obligations hereunder except with the prior written consent of the other Party hereto. Any assignment carried out without such consent is null and void.
18.3 **Contractual Commitments with Third Parties.** The CRCS shall not be held liable for any contractual commitments entered into by Training Partner with any third party for the performance of the obligations, duties or responsibilities under this Agreement.

18.4 **Agreements with Other Training Partners.** Nothing in this Agreement shall be construed to preclude the CRCS from entering into agreements in other territories similar to this Agreement with other parties or Training Partners.

18.5 **Non-Waiver.** No waiver by any Party of any breach by the other Party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of the same or any other covenant, obligation or agreement, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

18.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are signatory to the original or the same counterpart.

18.7 **Transmission by Facsimile.** The Parties hereto agree that this Agreement may be transmitted by facsimile or a similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each Party hereto undertakes to provide the other Party hereto with a copy of the Agreement bearing original signature forthwith and upon demand.

18.8 **Survival.** The termination of this Agreement will not affect the survival and enforceability of any provision of this Agreement which is expressly or impliedly intended to remain in force after such termination.

18.9 **Amendment.** This Agreement may be amended only by way of a written document executed by the Parties.

18.10 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by the laws of the Province of Ontario and Canada, applicable therein excluding its conflict of law provisions.

18.11 **Arbitration and Jurisdiction.** Any dispute arising from this Agreement that cannot be resolved by good faith negotiations within thirty (30) days will be resolved by recourse to arbitration. The arbitration shall be conducted in the English language in Ottawa, Ontario, Canada, or at such other location as may be mutually acceptable to the Parties. The arbitration shall be heard and determined by one arbitrator mutually acceptable to the Parties. The arbitrator shall be experienced in the matter to be arbitrated and shall not have any prior or then existing business connections with either of the Parties or any of their affiliates. Arbitration costs shall be borne by both Parties equally unless the arbitration award directs otherwise. Except as otherwise provided herein, the arbitrator's award shall be limited to compensatory damages against either Party. Under no circumstances will the arbitrator be authorized to, nor shall he/she award punitive damages or multiple damages
against either Party. The decision by the arbitrator shall be binding and conclusive on the Parties and such determination shall constitute an award pursuant to an arbitration upon which judgment of a court having jurisdiction may be entered.

IN WITNESS WHEREOF each of CRCS and Training Partner have caused this Agreement to be signed and delivered by its duly Authorized Representative, At Ottawa, on this 1st day of February, 2017.

TOWN OF SOUTH BRUCE PENINSULA

By: [Signature]
Name: Janice Jackson
Title: Mayor

By: [Signature]
Name: Angela Cathrac
Title: Clerk

THE CANADIAN RED CROSS SOCIETY

By: [Signature]
Name: Liane Mallette
Title: Program Support
SCHEDULE "A-6"
Professional Responder Programs

To a Training Partner Agreement between the Canadian Red Cross Society and Town Of South Bruce Peninsula dated February 1st, 2017

STATEMENT OF SERVICES

1. CRCS Courses. Training Partner will deliver the Courses selected below:

   Participant Courses:
   - [ ] First Responder,
   - [ ] Emergency Medical Responder
   - [X] Oxygen Administration

2. TRAINING PARTNER ADDITIONAL RESPONSIBILITIES IN THE CASE OF PROFESSIONAL RESPONDER PROGRAMS

   In addition to those provided for in Schedule A-1 (Statement of Services) of this Agreement, the responsibilities of the Training Partner when delivering the above additional programs are, and Training Partner agrees, as follows:

2.1 To offer the courses listed in Section 1 of this Schedule A-6:
   a) In Canada only;
   b) Employing only those Certified Instructors holding a valid certification issued by the CRCS for the level of course offered;
   c) If employing a guest lecturer for any topic; their role and topic must be clearly defined and guest lecturers time must not exceed 10% of total course
   d) In compliance with the CRCS requirements and standards that are established for each Course relating to classroom and facilities, equipment, supplies and other learning resources, providing materials to participants in advance, and other timelines which are available on the Website www.redcross.ca/myrc.
   e) Provide the course based on the jurisdiction in which the participants will work so they may apply for licensure and or registration which is available on the Website at www.redcross.ca/myrc.
   f) Make a reasonable effort to assist participant with application process and licensure evaluations (where applicable)
   g) Provide course refresher opportunities for participant when requested and if able
   h) maintain policies and procedures including but not limited to Student refund, remediation, refresher)
2.2 Submit final Course rosters, evaluation forms and Course results to the CRCS, within 10 business days following the end of each of the above Courses listed in Section 1 of this Schedule A-6.
SCHEDULE “A-1”

To a Training Partner Agreement between the Canadian Red Cross Society and Town Of South Bruce Peninsula dated February 1st, 2017

STATEMENT OF SERVICES

1. TRAINING COURSES TO BE DELIVERED

1.1 First Aid

☒ Core Programs: CPR, Emergency or Standard First Aid and CPR, Emergency or Standard Child Care First Aid & CPR
☐ Specialty Programs: Wilderness & Remote and Advanced Wilderness & Remote First Aid
☐ Youth Programs: Babysitting, Stay Safe!
☐ Instructor Development: Youth Leader

1.2 Swimming & Water Safety

☒ Red Cross Swim Preschool
☒ Red Cross Swim Kids (incl. Red Cross Swim @ School and Red Cross Swim @ Camp)
☒ Red Cross Swim for adults and teens
☐ Instructor Development: Water Safety Instructor

1.3 Lifeguarding (Not available in BC or QC)

☐ Red Cross Assistant Lifeguard
☐ Red Cross Pool or Waterfront Lifeguard
☐ Instructor Development: Red Cross Lifeguard Instructor

2 OBLIGATIONS AND RESPONSIBILITIES OF THE TRAINING PARTNER

The Training Partner acknowledges and agrees that:

(a) The CRCS has invested a considerable amount of time and resources into the development of the Training Courses;

(b) By virtue of offering Training Courses, the acts and or omissions of the Training Partner can affect the reputation of the CRCS and that reputation is of considerable importance to the CRCS; and

(c) The Training Partner will adhere to the obligations and responsibilities set out in this Section 2 of Schedule “A-1”
The Training Partner shall offer the Training Courses indicated in Section 1 of this Schedule A-1:

a) In Canada only;

b) Employing only Instructors/Trainers (who are currently certified to instruct Training Courses as set out in the Agreement);

c) Using only current Training Course manuals and materials that are purchased directly from the CRCS; and

d) In compliance with the CRCS National Standards for the Training Courses indicated in Section 1 of this Schedule “A-1”. The National Standards for each Training Course are set out at the following Internet Addresses:

(i) First Aid National Standards [www.redcross.ca/myrc](http://www.redcross.ca/myrc)
(ii) Swimming & Water Safety National Standards [www.redcross.ca/myrc](http://www.redcross.ca/myrc)
(iii) GRAPHICS STANDARDS [www.redcross.ca/myrc](http://www.redcross.ca/myrc)
(iv) OTHER STANDARDS [www.redcross.ca/myrc](http://www.redcross.ca/myrc)

The Training Partner shall also:

(a) only use the CRCS manuals and materials, in connection with Training Course delivery or otherwise for the purpose of this Agreement and shall not modify these materials in any way;

(b) distribute the CRCS manuals and materials only to the Participants for their use during the Training Course and not to any other person, entity or organization;

(c) pay all fees associated with this Agreement in accordance with the (i) CRCS Standard Terms and Conditions of Sale contained in Schedule B of this Agreement, as it may be amended from time to time; (ii) the Shop Online Terms available at [www.shop.redcross.ca](http://www.shop.redcross.ca); and (iii) any other terms and conditions applicable within the province where the Training Partner has made the purchase;

(d) upon the request of CRCS, submit copies of Training Course promotional materials, including website addresses, which reference references to First Aid, Swimming and Water Safety and/or Lifeguard Training Courses;

(e) use the software program “Course Manager” or as identified by CRCS to upload information with respect to the delivery of Training Courses (including current and future CRCS training contracts, Training Course dates and locations, names of Instructors/Trainers and client lists) and submit Training Course rosters;

[www.redcross.ca/myrc](http://www.redcross.ca/myrc)

(f) upon request by CRCS, disclose to the CRCS all current and upcoming CRCS training contracts, Training Course dates and locations, names of Instructors/Trainers and client lists, if not already provided through the “Course Manager” software;
submit final Training Course rosters, all evaluation forms and Training Course results to the CRCS, within ten (10) days following the end of each Training Course completion;

(h) upon request by CRCS, participate in the gathering of statistical data necessary for the ongoing evaluation of Training Courses;

(i) upon receipt of a notice from the CRCS, visit the Website www.redcross.ca/myrc to note any changes to the Program;

(j) assist candidates who require co-teaching hours in order to complete their CRCS certification requirements by reasonably arranging for and providing co-teaching opportunities.

2.3 Participate in the Quality Assurance Program, as this term is defined in Section 2 of the Agreement, by:

a) Immediately forwarding to CRCS, through the CRCS Primary Contact, all complaints it receives involving an allegation of breach of any CRCS National Program Standards, and to fully cooperate with the CRCS in the investigation and resolution of such complaints;

b) Immediately informing CRCS, through the CRCS Primary Contact, of any arrest or criminal charge against an owner, director, employee, contractor or volunteer of the Training Partner;

c) Providing access to courses to CRCS Authorized Representatives at any time and without prior notice, for purposes of classroom monitoring and course quality evaluation;

d) Support the investigation of complaints regarding courses taught under their contract and provide a report back to CRCS when requested

e) Forwarding feedback, comments and suggestions relating to the quality of the courses and CRCS materials

3. PAYMENT TERMS

Unless otherwise provided in specific terms and conditions of payment described in section 3 of this Schedule, prior to the expiration of the thirty (30) day period immediately following the day on which the Training Partner receives an invoice from the CRCS for any payment due under this Agreement, the Training Partner shall pay the CRCS the amount due under this Agreement in accordance with the following:
i) CRCS materials, at the price that is made available on the shop.redcross.ca
ii) Annual Fees: $250
iii) Other fees (if applicable).
Schedule B
CRCS Standard Terms and Conditions of Sale

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY THE CANADIAN RED CROSS SOCIETY ("CRCS") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION FROM A BUYER. SUBMISSION BY A BUYER TO CRCS OF AN ORDER SHALL CONSTITUTE THE BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. NEITHER CRCS'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR CRCS'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1. ORDERS. All orders are subject to acceptance by CRCS. No orders for Products may be cancelled without CRCS's written consent. CRCS reserves the right to allocate sales of Products among its customers in its sole discretion.

2. PRICES. Prices shall be as specified by CRCS and shall be subject to increase in the event of an increase in CRCS's costs or other circumstances beyond CRCS's reasonable control. Prices are exclusive of federal, provincial, local or any other taxes, charges, levies and duties, shipping charges, forwarding agent's and broker's fees, consular fees and document fees. If CRCS shall be liable for or shall pay any of the foregoing, the CRCS shall charge such amount to Buyer in addition to the price of the Products.

3. SHIPMENTS. All shipments by CRCS are F.O.B. point of origin and all shipping and handling charges shall be paid by Buyer in addition to the price of the Products. Subject to CRCS's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and risk of loss shall thereupon pass to Buyer; however, title shall remain in CRCS until Buyer makes payment in full for the Products. Selection of the carrier and delivery route shall be made by CRCS. CRCS shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by CRCS are estimates only and that CRCS is not liable for failure to deliver on such dates. CRCS reserves the right to make deliveries in instalments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered; however Buyer does not have to pay for the Products delivered in excess of the quantities specified provided Buyer returns such excess quantities to CRCS, at CRCS's expense, within ten (10) days after delivery of such Products. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

4. PAYMENT. Payment is due upon placing an order, unless credit approval has been granted by CRCS. If credit has been approved, Buyer agrees to pay the entire net amount of each invoice from CRCS pursuant to the terms of each such invoice without offset or deduction. CRCS, in its sole discretion at any time before shipment of any or all of the Products, may require payment in cash, bank wire transfer or by check and/or require full payment of any or all amounts due to become due for Buyer's order before shipment of any or all of the Products. If CRCS believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any overdue invoice, CRCS may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof and Buyer shall remain liable to pay for any Products already shipped. Buyer agrees to submit such financial information from time to time as may be reasonably requested by CRCS for the establishment and/or continuation of credit terms. The date of collection of a cheque by the CRCS shall be deemed the date of payment by the Buyer. Any cheque received from Buyer may be applied by CRCS against any obligation owing from Buyer to CRCS, regardless of any statement appearing on the face of such cheque, without discharging Buyer's liability for any additional amounts owing from Buyer to CRCS, and the acceptance by CRCS of such cheque shall not constitute a waiver of CRCS's right to pursue the collection of any remaining balances. Buyer may be subject to interest charges on any invoice not paid when due from the due date to the date of payment at the rate of the lesser of (1) two (2) percent per month and (ii) the highest rate permitted by applicable law. If Buyer does not make payment when due, CRCS may pursue any legal or equitable remedies, in which event CRCS shall be entitled to reimbursement for costs of collection and reasonable legal fees.

5. WARRANTY. Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable CRCS specifications or Buyer's Specifications for such Products. EXCEPT AS ARE CONTAINED IN THIS PARAGRAPH 6, CRCS MAKES NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. With respect to Products which do not meet applicable Seller's specifications or Buyer's Specifications, Seller's liability is limited at Seller's selection to (1) refund of Buyer's purchase price for the Products (without interest), (2) repair of such Products, or (3) replacement of such Products, provided, however, Buyer gives Seller written notice promptly upon discovery thereof, and in any event, within sixty (60) days after delivery to Buyer. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturers of any subcomponents of the Products, if any, including any transferable warranties and indemnities in respect of patent infringement.

6. ACCEPTANCE. Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within two (2) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within three (3) days after delivery. No return of Products shall be accepted by CRCS without CRCS's approval.
Returned Products must be in original packaging. Products for return shall be returned in the manner specified in the CRCS’ approval. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to the Buyer, freight collect. Products returned shall be at the Buyer’s sole risk and expense.

7. **LIMITATION OF DAMAGES AND LIABILITY.** CRCS LIABILITY TO THE BUYER FOR DAMAGES, HOWEVER CAUSED, SHALL NOT EXCEED PAYMENT ACTUALLY RECEIVED BY CRCS FOR THE PRODUCT OR SERVICE FURNISHED, OR TO BE FURNISHED, AS THE CASE MAY BE, AND IN NO EVENT SHALL CRCS, ITS EMPLOYEES, OFFICERS, DIRECTORS OR REPRESENTATIVES BE LIABLE FOR INDIRECT, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT), COSTS OR EXPENSES OF ANY NATURE RELATING TO THE PRODUCTS INCLUDING WITHOUT RESTRICTION LOSS, DAMAGE OR INJURY ARISING OUT OF THE NEGLIGENCE OF CRCS OR THAT OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR OTHER PERSONS FOR WHOM IN LAW CRCS IS RESPONSIBLE. CRCS SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD CRCS HARMLESS FROM ANY CLAIMS BASED ON CRCS’S COMPLIANCE WITH BUYER’S SPECIFICATIONS, DESIGNS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN CRCS, OR USE IN COMBINATION WITH OTHER PRODUCTS.

8. **USE OR RESALE OF PRODUCTS BY BUYER.** Products sold by CRCS are designed for use in life saving situations. However, the Buyer is not guaranteed that the Products will prevent personal injury or loss of life. If Buyer uses or sells the Products for use in any such applications: (1) Actual conditions of use may vary and are beyond the control of CRCS, a Product’s specified characteristics and any recommendations for use, however communicated, are offered solely for Buyer’s evaluation; (2) Buyer acknowledges that such use or sale is at Buyer’s sole risk; (3) Buyer agrees that CRCS is not liable, in whole or in part, for any claim or damage arising from such use; (4) Buyer agrees to indemnify, defend and hold CRCS harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale; and (5) Buyer assumes all risk and liability for loss or injury in connection with the use of the Products whether used singly or in combination with other substances or products in any process whatsoever.

9. **INTELLECTUAL PROPERTY.** If a Product includes intellectual property; such intellectual property is provided by CRCS to Buyer subject to the copyright of CRCS. Nothing herein shall be construed to grant any rights or license to use intellectual property in any manner or for any purpose not expressly permitted by CRCS.

10. **GENERAL**
(a) Buyer may not assign or cancel an accepted order for product without the consent of CRCS.
(b) Buyer shall sell products purchased from the CRCS to end users for their use. Buyer may not sell CRCS certifications or course packages including certification purchased from CRCS to persons or entities for the purpose of resale or any other purpose.
(c) All agreements for the sale of products or services by CRCS shall be governed by the laws of the Province of Ontario (without reference to its provisions on conflicts of laws) and shall in all respects be treated as Ontario contracts. The application of the United Nations convention for the International Sales of Goods is expressly excluded.
(d) All specifications, technical data, price lists, documents, materials and proprietary information relating to the Products are the confidential and proprietary information of CRCS and shall be treated in confidence by Buyer and shall not be disclosed, reproduced or communicated to any third party in any way whatever except as is required in connection with the purchase and use of the Product by Buyer, and on terms and conditions agreed with CRCS in writing. The foregoing provisions do not apply to information that was publicly available prior to the date of disclosure by CRCS or that becomes publicly available after such disclosure other than pursuant to a breach of any obligation of confidentiality to CRCS.
(e) Failure by CRCS to exercise any of its rights with respect to these Standard Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

11. **FORCE MAJEUERE.** CRCS shall not be liable for failure to fulfill its obligations herein for or delays in delivery due to causes beyond its reasonable control, including, but not limited, to, acts of God, revolution, natural disasters, acts or omission of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, riots, wars, acts of terrorism, delays in transportation or inability to obtain supplies or materials through its regular sources. CRCS’s time for performance of any such obligation shall be extended for the time period of such delay or CRCS may, at its option, cancel any order or remaining part thereof without liability by providing written notice of such cancellation to Buyer.

12. **ENTIRE AGREEMENT.** These Standard Terms and Conditions shall constitute the entire agreement between CRCS and the Buyer respecting the subject matter hereof. No representation, promise, agreement or condition in respect of such subject matter shall be binding on either party unless contained herein. Except for the correction of stenographic or clerical errors, and notwithstanding anything in the Buyer’s purchase order to the contrary, no amendment of these Standard Terms and Conditions shall be of any effect unless agreed to in writing by CRCS.