

COLUMBIA COLLEGE TRAINING SERVICES AGREEMENT

NOTE:

Must; Shall; Will:

Should:

May or Could; Can:

Clarification of Terms

These words or phrases indicate actions or activities that are *essential or mandatory*.

This word implies that it is highly desirable to perform certain actions or activities, but not essential or mandatory.

These words imply freedom or liberty to follow an alternative to the action or activity being presented in a document.

This Agreement is entered into by and between Columbia College Corp. (hereafter referred to as "Columbia College" or "Columbia") and _____ (hereinafter referred to as the "Client Company").

1. **Scope of Services:** Columbia College is hereby engaged to provide certain training services (See Appendix A-1) and other deliverables for the Client Company (See Appendix A-2) if applicable.
2. **Payments:**
 - a. The Client Company agrees to pay Columbia College fees as set forth in Appendix B, plus any applicable goods and services tax.
 - b. Payment of fees will be made according to the schedule presented in Appendix B. Payments to Columbia College are due 30 days after invoice date.
 - c. Any amount payable by the Client Company under this Agreement that is not paid when due shall bear interest payable by the Client Company to Columbia College, both before and after judgment, at the rate of 24% per year, calculated monthly.
3. **Confidential Information:** Columbia College will not collect, use, or disclose your personal information without your consent - except as required for reasonable administrative purposes or permitted by law. Organizational or employee information collected by the College will not be sold or rented to anyone for any reason. All organizational or employee information collected by the College will only be used as part of our ongoing efforts to provide you with superior service and support. Further information on the College's policies and procedures on the use and disclosure of personal information can be found within the following two privacy related College documents: *"Personal Information and Protection of Privacy – Policies and Regulations"* and *"Student Records, Grades and Tests"*
4. **Term:** Subject to earlier termination under paragraph 9, the term of this Agreement will begin on _____ and terminate on _____. The schedule for the delivery of various components is presented in Appendix B. This schedule may change as mutually agreed to in writing by both parties.



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5. **Independent Contractor:** Columbia College is engaged under this Agreement as an independent contractor and not as an employee of the Client Company or any company affiliated with the Client Company.
6. **Insurance:** Columbia College will maintain a General Liability Insurance policy of 5 million dollars to cover its employees and contractors during their performance of this agreement, and will provide proof of coverage upon the request of the Client Company.
7. **Roles and Responsibilities:**
- A detailed list of Columbia College's roles and responsibilities under this Agreement is located in Appendix C. This Appendix also describes the roles and responsibilities of the Client Company, and its employees (including trainees). It also includes the facilities and materials that the Client Company is to provide to Columbia College at no cost. Each party agrees to comply with its obligations in Appendix C or in any other Appendix to this Agreement.
 - It is understood that the roles and responsibilities may be refined, expanded or reduced while this Agreement is in effect, but any such change must be made in writing executed by the parties in order to be effective.
8. **Course Materials**
- In this Agreement,

"Alberta Health" means Her Majesty the Queen in Right Alberta as represented by the Minister of Health and Wellness,

"Course" means the Health Care Aid Program course of instruction to be provided by Columbia College under this Agreement,

"Course Materials" means the materials described in Appendix D together with any other materials in relation to the Course provided by Columbia College (regardless of whether or not prepared by Columbia College), including without limitation all improvements, developments, copies, summaries and other derivatives in respect thereof, from time to time.
 - The Client Company shall be responsible, at its cost, for the reproduction and distribution of Course Materials to each student.
 - Nothing in this Agreement gives the Client Company any ownership or proprietary interest, of any nature whatsoever, in all or any part of the Course or any Course Materials. Without limitation on the foregoing, the Client Company conclusively acknowledges and agrees that:



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- i. the Course and the Course Materials in all respects are and shall remain the exclusive property of Alberta Health and shall be utilized by the Client Company only in the manner strictly permitted hereunder,
 - ii. Alberta Health shall at all times have and maintain (and upon creation thereof shall be deemed to have been granted) full and exclusive ownership of and copyright in all Course Materials, and
 - iii. Alberta Health and Wellness has a good and valid copyright with respect to the Course and all Course Materials.
- d. The parties acknowledge and agree that Alberta Health shall have the status of a third party beneficiary of this paragraph 8.

9. Termination

- a. The Agreement may be terminated by either party, without cause, effective 30 days after written notice of such termination has been given to the other party. If the Client Company elects to terminate under this subparagraph a., the Client Company shall pay the following to Columbia College:
- i. all amounts that have been invoiced to date;
 - ii. fees as provided in Appendix B, prorated to the date on which this Agreement terminates, and
 - iii. reasonable and documented costs and expenses (including without limitation staff and faculty agreements/contracts, and where applicable the cost of facilities, books, equipment, and supplies), to the extent they cannot be mitigated with reasonable practicality and by use of commercially reasonable efforts, incurred by Columbia College prior to receiving notice of the termination and attributable to the balance of such term remaining after the date of termination, in anticipation of providing the Course for the full term of this Agreement as provided in paragraph 4.
- If Columbia College elects to terminate under this subparagraph a., the Client Company shall pay to Columbia College only the amounts in i. and ii. above.
- b. Without limitation on any other remedy, howsoever available, a party may terminate this Agreement immediately upon notice to the other party (the "terminated party") if the terminated party:
- i. becomes bankrupt or insolvent or ceases to carry on business, or



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- ii. breaches this Agreement in any material respect, and fails either to commence remedying the breach promptly upon receiving notice with reasonable particulars of the breach or to complete the remedy of the breach within a reasonable time after receiving such notice (and in any event within 14 days thereafter).

If Columbia College elects to terminate under this subparagraph b., the Client Company shall to Columbia College each of the amounts in i., ii. and iii. of subparagraph a. above. If the Client Company elects to terminate under this subparagraph b., the Client Company shall pay to Columbia College only the amounts in i. and ii. of subparagraph a. above.

10. Limitations of Liability

- a. Neither party shall be vicariously liable to the other for the negligence or other wrong doing of any of the Client Company's students. Columbia College shall not in any event be liable for any act or omission of any of its instructors.
- b. Columbia College's total liability for any damages, expenses, costs, liability or losses (collectively, "damages") arising out of or in connection with this Agreement, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory, even if Columbia College has been advised of the possibility of those damages, is limited to Columbia College's acts of contractual breach or default or proven negligence, and to direct, actual, provable damages arising therefrom, and will in no event exceed the amount of any insurance proceeds in fact available (where applicable) plus the amount actually paid to Columbia College by the Client Company pursuant to this Agreement prior to the occurrence of the event giving rise to the damages, less amounts paid for previous claims, if any.
- c. Neither party shall be liable to the other party for any indirect, incidental, special or consequential damages whatsoever arising out of or in connection with this Agreement, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if the first mentioned party has been advised of the possibility of those damages.

11. Mutual Indemnity

Subject always to the limitations in paragraph 10, a party ("indemnifying party") agrees to and shall at all times:

- a. indemnify, defend and save harmless the other party ("indemnified party") and indemnified party's board members, officers, instructors, employees, students, contractors, volunteers and agents, as applicable (collectively with indemnified party, the "Protected Persons") from and against all claims, demands, liabilities and actions which may at any time be asserted, made or brought against or claimed from the Protected Persons; and

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- b. be liable to and compensate the Protected Persons for all losses, costs, damages and expenses whatsoever which may at any time be suffered, incurred or sustained by the Protected Persons, or any of them, directly or indirectly arising out of, connected with or related to any breach or default by the indemnifying party under this Agreement, or (ii) any proven negligence by the indemnifying party or any of the indemnifying party's Protected Persons. The parties acknowledge and agree that Protected Persons who are not party to this Agreement shall have the status of third party beneficiaries of this paragraph 11.

12. No Other Warranties

Save as expressly stated herein, Columbia College makes no warranties, representations or promises, expressed or implied, concerning the Course or any Course Materials, and all other warranties, representations or promises whatsoever, whether implied by statute, law, principles of equity, course of trade or custom, or otherwise howsoever, are hereby expressly excluded and disclaimed.

13. FOIP

The parties acknowledge that each of them are "Public Bodies" within the meaning of the *Freedom of Information and Protection of Privacy Act Alberta* ("FOIPP") and that either or both of them may become the subject of an application to disclose this Agreement or any of the other documents or information provided to or obtained by either or both of them under this Agreement or in the performance hereof, and to the extent that such laws require or permit such release or disclosure, each party consents to such release or disclosure by the other. If such an application is made under FOIPP to either party, the other of them agrees to make every effort to assist the first party in complying with the requirements of FOIPP. If a party, in responding to a FOIPP application, in good faith errs in disclosing documents or information that are confidential or are otherwise required to be withheld from disclosure under FOIPP, the other of them agrees that it shall upon no grounds whatsoever hold the erring party liable or otherwise responsible for such disclosure. Nothing in this paragraph obliges either party to release information where, under the provisions of FOIPP the disclosure of the same is at their discretion.

14. Further Waivers & Consents

If and when requested by Columbia College, the Client Company will obtain from its students any waiver or consent, as requested by Columbia College from time to time acting reasonably, acknowledging, consenting to or agreeing to one or more of the following:

- a. that such students have only such rights and entitlements as a student of Columbia College as are practical given the physical location of the Client Company and the circumstances under which the Course is delivered hereunder;

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- b. that the Client Company and Columbia College are permitted to gather and exchange student personal information pertaining in any manner to the Course and the students' performance thereof, including matters of grading and discipline; and
- c. such other matters as Columbia College may from time to time require, acting reasonably.

15. Notices

- a. Any notice, request, demand, dispute or other communication required or permitted under this Agreement shall be in writing and shall be delivered personally, mailed by prepaid first class registered or certified mail, or by facsimile, to the address or fax number set forth below or such other address or fax number as any party may designate from time to time by notice to the other party.
- b. Notices personally delivered or sent by facsimile shall be deemed to be given and received on the addressee's next business day following the date of delivery or successful transmission confirmed by the sender's fax machine, as applicable. Notices mailed by prepaid first class registered or certified mail shall be deemed to have been given and received on the fifth day following the date of mailing, provided however, if there exists between the date of mailing and actual receipt a mail strike or labour disturbance which would affect the delivery of mail, a notice so mailed shall be deemed to be given and received at the time of the addressee's actual receipt.

16. General

- a. If a party is prevented from fulfilling any of its obligations hereunder by reason of act of God, fire or explosion, strike, lock-out, war, act of military authority, rebellion or civil commotion or other occurrence (other than lack of funds) not within the reasonable control of such party and not avoidable by the reasonable effort or foresight of such party, then so long as any such impediment exists, and provided such party uses commercially reasonable efforts to expeditiously remove the cause of such default or delay in performance, such party shall be relieved from the fulfilment of such obligation. The occurrence of any such event in relation to the Client Company shall not however, in any case, relieve the Client Company from any obligation to pay any amount to Columbia College under this Agreement.
- b. Upon any termination, expiration or other ending of this Agreement (whether for cause, by election to terminate, expiration of the term, or otherwise), all matters then accrued but unresolved shall survive, and paragraphs 2, 3, 8, 9, 10, 13 and 16 of this Agreement shall survive.
- c. This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and permitted assigns.



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- d. Should any provision of this Agreement be illegal, void, or otherwise unenforceable, such provision shall be severable, and the rest of this Agreement shall remain in full force and effect and be binding upon the parties hereto as though the said provision or provisions had never been included.
- e. No amendment to this Agreement shall be valid or binding unless it is in writing and signed by each party.
- f. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings between the parties, relating to its subject matter hereof.
- g. No waiver of any provision of this Agreement shall take effect unless made in writing, and a waiver in one instance shall not constitute a waiver as to any other instance.
- h. Neither party may assign this Agreement without the express written consent of the other party, which said consent may be arbitrarily withheld. Except (where applicable) for Columbia College's direct engagement of instructors as independent contractors, sub-contractors may not be used in the provision of any services (consulting or otherwise) in relation to the provisions of Course.
- i. This agreement will be construed according to the laws of Alberta, Canada.
- j. Headings in this Agreement are for convenience only and shall not be used to construe this Agreement. All Appendices to this Agreement form part of this Agreement. Derivations of terms defined in this Agreement have corresponding meanings.



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Client Company: (Signature of an individual authorized to enter said financial commitment)

Name (print): _____ Date: _____

Position: _____

Address: _____ Postal Code: _____

Phone: _____ Cell: _____

Fax no.: _____

Signature: _____

Columbia College: (Signature of President/Designate):

Name (print): _____ Date: _____

Position: _____

Address: _____ Postal Code: _____

Phone: _____ Cell: _____

Fax no.: _____

Signature: _____



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