

B.C. PRIVATE TRAINING INSTITUTIONS BRANCH
DESIGNATION CERTIFICATION MARK TERMS OF USE AGREEMENT

Dated for reference the ___ day of _____, 20___

The Province of British Columbia (the “**Province**”) hereby grants to _____ (the “**Institution**”), as the holder of a designation certificate (“**Designation Certificate**”) granted by the Registrar of the Province’s Private Training Institutions Branch (“**Registrar**”) under the authority of and pursuant to the provisions of the *Private Training Act*, S.B.C. 2015, c. 5 (including any regulations made thereunder) (the “**PTA**”), a fully prepaid, royalty free, worldwide, non-exclusive license (“**License**”) to use, reproduce and display any or all of the Province’s certification mark(s), trade-mark(s) and/or other designation(s) identified in Section 25 below (collectively, the “**Marks**”) during the Term, in accordance with the following terms and conditions (“**Terms of Use**”):

1. **Duration** – The License will be effective commencing upon the earlier of:
 - (a) the date that the Institution is deemed to hold a Designation Certificate under s. 72(2) of the PTA;
 - (b) the Registrar’s issuance of a Designation Certificate to the Institution under s. 7 of the PTA;and will continue in effect until terminated in accordance with Section 11 below (the “**Term**”).
2. **General Use and Prohibition** – The Institution will only use, display or reproduce the Marks in association with the provision of private career training services or language training services (collectively, the “**Services**”) that are authorized by the Registrar, and only in a way that is expressly permitted or directed by these Terms of Use, or otherwise by the Province in writing, and not in any other manner. The Institution must provide the Services in a manner that conforms with the character and quality of any applicable standards established by the Province or the Registrar from time to time.
3. **Reproduction** – During the Term, the Institution may use, reproduce and display the Marks on or in association with signage, advertising, promotional materials and Internet websites that:
 - (a) relate directly to the Institution’s provision of the Services; or
 - (b) promote the business of the Institution;provided that such use shall at all times be in accordance with any graphic standards developed by the Province for the Marks, as may be amended by the Province from time to time upon notice to the Institution, a current version of which is attached as Appendix B.
4. **Internet and Telecommunication Identifiers** – The Institution must not use, reproduce or display the Marks, or any words, designs, characters or symbols that are confusing with or are derived from any of the Marks, as part of any Internet domain name, universal resource locator, telephone number, address or any other identifier (collectively, “**Identifiers**”) except as expressly permitted by the Province in advance in writing.
5. **Ownership** – The Province is the owner of the Marks and all goodwill associated with or appurtenant to the Marks. All the benefit and goodwill associated with use of the Marks will at all times enure entirely to the Province and the Institution will absolutely and irrevocably assign to the Province all right, title and interest throughout the world that it may have or acquire in the Marks, including all related goodwill, other than the Institution’s rights to use the Marks under the License.

6. **Cooperation** – The Institution will, as reasonably requested by the Province from time to time, cooperate with the Province for the purpose of:
 - (a) registering or recording the Marks in the Province's name;
 - (b) registering or recording the License or notice of the License; and
 - (c) protecting, preserving and enhancing the Marks and the Province's interest therein.
7. **Verification** – Promptly when requested by the Province to do so, the Institution will:
 - (a) provide the Province with samples of any material prepared by, for or with the permission of the Institution that bears or refers to any of the Marks; and
 - (b) comply with all further policies, specifications, regulations and graphic or other standards related to the Marks that are authorized or stipulated by the Province from time to time forthwith upon being notified of same.
8. **Notice of License** – When the Marks are displayed or used by the Institution, the Institution will, whenever possible, indicate in association with the Services and all signage, advertising and promotional materials associated therewith, including Internet websites, that the Marks are being reproduced and used under license from the Province.
9. **Good Faith Covenants** – The Institution will not do anything or omit to do anything that might impair, jeopardize, violate or infringe the Marks or the Province's interest in the Marks, including but not limited to:
 - (a) opposing, contesting or in any other manner challenging the validity of the Marks or the Province's interest in the Marks; and
 - (b) unless authorized in writing by the Province, claiming, using, displaying, reproducing or applying to register any trade-mark, trade name, Identifier, copyright or design that is identical to or confusing with, or that is derived from or based on, the Marks.The Institution will not assist, permit, or encourage any other person or entity to do any of the above.
10. **Retained Rights** – Nothing in these Terms of Use or any rights granted to the Institution under the License shall be deemed to override the express provisions of the *PTA* and nothing in these Terms of Use will prevent the Province from licensing others to use the Marks in any manner, as it sees fit, including licencing another institution to use the Marks, as part of a business name or a domain name, or registering any of the Marks as a trade-mark in association with wares. When requested by the Province to do so, the Institution will promptly execute and deliver to the Province any written consents or other instruments that the Province, acting reasonably, considers necessary or useful to exercise its retained rights in the Marks.
11. **Termination** –
 - (1) The License:
 - (a) will terminate immediately if the Institution no longer holds a current and valid Designation Certificate, including if a current Designation Certificate:
 - (i) expires and the institution does not hold a Designation Certificate with a certificate term that starts the day after the previous certificate term expired;
 - (ii) is suspended by the Registrar under s. 36 of the *PTA*; or
 - (iii) is cancelled by the Registrar under s. 37 of the *PTA*.
 - (b) may be terminated by the Province if the Institution defaults in observing or performing any of its material obligations set out in these Terms of Use and fails to correct the default within 10 calendar days after receiving a written demand from the Province to

- do so, by giving the Institution written notice of termination which will be effective upon receipt by the Institution;
- (c) may be terminated by the Institution for its own convenience, by giving the Province written notice of termination, which will be effective on receipt by the Province, or immediately upon the Institution surrendering its Designation Certificate; and
 - (d) will terminate immediately upon the Institution becoming insolvent, having a receiver or a receiver/manager appointed for any part of its property, being adjudicated Bankrupt or entering into any composition or arrangement with its creditors.
- (2) For certainty under subsection (1)(a), a License does not terminate if the Institution holds a Designation Certificate that expires and the Institution holds a Designation Certificate that starts the day after the previous certificate term expired.

12. Effect of Termination – Forthwith upon termination of the License for any reason:

- (a) the Institution will cease all reproduction and use of the Marks including any trademarks, trade names, designs and permitted or other Identifiers that are confusing with the Marks or that are derived from or based on the Marks;
 - (b) as directed by the Province, the Institution will permanently delete the Marks from all signs and other physical or electronic material in its possession or control that bears or refers to the Marks (including plates and other means for reproducing the Marks) but if the Institution cannot or prefers not to do that, the Institution will deliver all items bearing the Marks to the Province; and
 - (c) as directed by the Province, the Institution will permanently erase or delete the Marks from all Internet websites, internal networks and permitted Identifiers controlled by the Institution or by others on behalf of the Institution, including reproduction of any of the Marks in meta-tags and key words that appear on, are displayed by, or are embedded in websites and networks, and any cached versions thereof.
13. Infringements – If, during the subsistence of the License, the Institution becomes aware that any other party (other than an affiliate or licensee of the Province) is using a trade name, Identifier, trade-mark, get-up of goods, or mode of advertising or promotion that might reasonably amount to infringement, unfair competition, passing off or cybersquatting in respect of the Marks, the Institution will promptly report such activities to the Province.
14. Claims by Others – If the Institution learns that any person or entity is alleging that any of the Marks is invalid, infringes the rights of any party, or is open to any other form of attack, the Institution will not make any admissions in respect of the allegation and will promptly report the matter to the Province.

15. Proceedings – The Province will have the right, but not the obligation, to control and direct the conduct of all legal proceedings and negotiations with third parties relating to the Marks except:

- (a) if a third party carries on an activity that might constitute infringement, passing-off or unfair competition in respect of the Marks and the Province does not initiate proceedings against that third party within one month after the Institution requests the Province to do so, then:
 - (i) entirely at its own expense, the Institution may institute proceedings against that third party in respect of its own interests; and
 - (ii) the Institution will indemnify and save harmless the Province from and against all expenses, costs, damages, and liabilities that the Province incurs in connection with any proceeding that the Institution initiates against any such third parties; and

- (b) subject to the provisions contained in Section 14 above, the Institution may defend itself at all times from actions brought by others.

The Province may, in its absolute discretion, choose not to defend or prosecute any actions or any other proceedings with third parties that relate to the Marks and it will have no liability to the Institution for failing to defend or prosecute any such actions or proceedings.

16. Assignment – The Institution will not assign, grant or give to a third party, including to any successor of the Institution, any type of interest in the License or the Marks, or authorize any third party to use, display or reproduce the Marks, without first obtaining the written consent of the Province, which may be withheld for any reason or without reason. If the Province's consent is given on any particular occasion, further consent will be required for every subsequent occasion. The Province may assign the License or any of the Marks at its sole discretion.
17. Disclaimer – The Province makes no representations or warranties to the Institution regarding the Marks, including those regarding ownership and whether or not the Marks infringes the rights of third parties. The Institution waives all claims against the Province regarding the Marks that it would have or might acquire but for the foregoing disclaimer.
18. Indemnity – The Institution will indemnify and save harmless the Province from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs, that may be incurred by the Province or claimed by any third parties against the Province in connection with any of the Services or business of the Institution or any negligent or wrongful conduct of the Institution, including misuse by it of the Marks.
19. Time/Waiver – The timely performance and observance of the parties' obligations set out in these Terms of Use is an essential condition and:
 - (a) if the Province waives a particular default of the Institution, that will not affect or impair the rights of the Province regarding any other default of the Institution;
 - (b) if the Province delays or fails to exercise any rights in connection with a default of the Institution, that will not affect or impair the rights of the Province regarding that event of any other default of the Institution; and
 - (c) in any event, the timely performance and observance by the Institution of its obligations will continue to be an essential condition without the need for specific reinstatement following particular waivers, extensions, or delays.
20. Law/Dispute Resolution – These Terms of Use and the relationship of the parties as contemplated herein will be governed by and interpreted in accordance with the laws prevailing in the Province of British Columbia and all disputes will be finally settled in the Supreme Court of British Columbia sitting in the City of Victoria, British Columbia.
21. Implementing Intent – The parties will execute and deliver to each other any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in these Terms of Use.
22. Notice to Institution – All notices and other communication that the Province will give to an Institution in connection with these Terms of Use will be in writing or by email and will be deemed to have been received by the institution:
 - (a) if sent by ordinary or registered mail, on the fifth day after it is mailed;
 - (b) if sent by email, on the third day after it is sent; or

(c) if sent by fax, on the third day after it is faxed;
if delivered to the Institution's address for service, as provided to the Registrar in accordance with s. 62 of the PTA. Proof of delivery in that manner will constitute proof of receipt.

23. Notice to Province – All notices and other communication that an Institution will give to the Province in connection with these Terms of Use will be in writing and will be deemed to have been received by the Province:
- (a) if sent by ordinary or registered mail, on the fifth day after it is mailed; or
 - (b) if sent by fax, on the third day after it is faxed;
- if delivered to the Private Training Institutions Branch at 203 – 1155 West Pender St, Vancouver, BC, V6E 2P4 or by fax to 778-945-0606.
24. Entire Agreement – These Terms of Use supersede all prior agreements and understandings of the parties regarding the Institution's use of the Marks. This document and any documents specifically referred to herein contain the entire understanding between the parties and, except as expressly set out herein, may not be varied except by written instrument signed by both parties.
25. Marks – The Marks referred to and included under these Terms of Use are set out in Appendix A, including any amendments thereto and any additional or replacement marks identified by the Province and communicated to the Institution from time to time.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the reference date first written above.

SIGNED on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Minister of Advanced Education and Skills Training:

[signature]

[print name]

SIGNED on behalf of the Institution by its duly authorized representative:

[signature]

[print name]

I declare that I have read and understood these Terms of Use and I represent and warrant that I have the authority to bind the Institution.

Appendix A

The Marks

The Marks referred to and included under these Terms of Use are:

- (a) DESIGNATED PRIVATE TRAINING INSTITUTION; and
- (b) DESIGNATED B.C. PRIVATE TRAINING INSTITUTIONS BRANCH & Shield Design (colour or black and white):



Appendix B

Graphics Standards



B.C. Private Training Institutions Branch

Suite of designation marks for use by certified career training programs and institutions

Use of Logo	Light background	Dark background
CMYK <i>Commercial printing</i> Use CMYK_pos on both light and dark backgrounds	The logo is circular with a blue border containing the word "DESIGNATED" at the top and "B.C. Private Training Institutions Branch" at the bottom. Inside the border is a yellow sunburst design. The center features a shield with a Canadian flag, waves, and a mountain.	The logo is circular with a blue border containing the word "DESIGNATED" at the top and "B.C. Private Training Institutions Branch" at the bottom. Inside the border is a yellow sunburst design. The center features a shield with a Canadian flag, waves, and a mountain.
Solid <i>Black and white or single-colour commercial, desktop or silkscreen printing</i> Use K_pos on light backgrounds and K_rev dark backgrounds	The logo is circular with a black border containing the word "DESIGNATED" at the top and "B.C. Private Training Institutions Branch" at the bottom. Inside the border is a black sunburst design. The center features a shield with a Canadian flag, waves, and a mountain.	The logo is circular with a black border containing the word "DESIGNATED" at the top and "B.C. Private Training Institutions Branch" at the bottom. Inside the border is a black sunburst design. The center features a shield with a Canadian flag, waves, and a mountain.
RGB <i>On-screen video and computer monitors</i> Use RGB_pos on both light and dark backgrounds	The logo is circular with a blue border containing the word "DESIGNATED" at the top and "B.C. Private Training Institutions Branch" at the bottom. Inside the border is a yellow sunburst design. The center features a shield with a Canadian flag, waves, and a mountain.	The logo is circular with a blue border containing the word "DESIGNATED" at the top and "B.C. Private Training Institutions Branch" at the bottom. Inside the border is a yellow sunburst design. The center features a shield with a Canadian flag, waves, and a mountain.

Colours	Minimum Size	Protective Space
█ CMYK 100.67.0.23 █ RGB 35.64.117	█ CMYK 15.89.100.0 █ RGB 211.68.42	A diagram showing a circular logo with a dashed square frame around it. The distance from the logo's edge to the inner side of the frame is labeled "1 inch" and "72 pixels". There are "X" marks at each corner of the frame, indicating where to crop the image.
█ CMYK 91.47.0.1 █ RGB 0.119.189	█ CMYK 70.86.96.17 █ RGB 97.61.48	
█ CMYK 6.30.89.0 █ RGB 238.181.58		

These files are to be used for the purposes supplied only, and are not for redistribution or re-use without prior written authorization from the Province of B.C.

The files supplied for the BC Mark include vector files with an .EPS file extension. This type of file can be scaled to any size or resolution without losing quality. Use these files whenever possible for the best reproduction. A vector drawing program is required to view or edit these files, though they can be included in most document-creation programs providing excellent results.

MS Word: Use the *INSERT > PHOTO > PICTURE FROM FILE* command to select and place the logo in your document. Use the same method for other MS applications.

InDesign: Use the *PLACE* command to select and place the logo in your document.

December 2020