Important Information for PTIRU Certified Institutions

To: *All certified private training institutions* April 11, 2025

I am writing to provide some important updates from the Private Training Institutions Regulatory Unit (PTIRU) of the System Integrity Branch.

1st Quarterly Student Data Report due April 30, 2025

The 1st Quarterly student data report for the period January 1 to March 31, 2025, is due April 30, 2025. All institutions must report each student who was enrolled in an approved program in the 3-month (quarterly) reporting period, or who completed an approved program in the previous 3-month (quarterly) reporting period.

Important note: Prior to preparing the student data report, institutions must download a new copy of the report from the PTI Portal. This Excel file will contain updated information and include the new fields: 'Date Student Enrolled' and 'Method of Delivery'.

To avoid confusion and potential errors, we strongly encourage institutions to first complete the student data report for the period between their last fiscal year end (FYE) and the start of the quarterly reporting period (see table below) before completing the 1st quarterly report due April 30, 2025.

Instructions

Step 1: Download a new copy of the student data report from the PTI Portal
Step 2: Complete the report for the period below:

For FYE:	As of April 1/25, the institution will have provided data up to:	Which was or will be due:	PTIRU will require data for the following period:
Oct 31	Oct 31/24 FYE	Mar 31/25	**Nov 1/24 – Dec 31/24**
Sep 30	Sep 30/24 FYE	Feb 28/25	**Oct 1/24 – Dec 31/24**
Aug 31	Aug 31/24 FYE	Jan 31/25	**Sep 1/24 – Dec 31/24**
Jul 31	Jul 31/24 FYE	Dec 31/24	**Aug 1/24 – Dec 31/24**
Jun 30	Jun 30/24 FYE	Nov 30/24	**Jul 31/24 – Dec 31/24**
May 31	May 31/24 FYE	Oct 31/24	**Jun 1/24 – Dec 31/24**
Apr 30	Apr 30/24 FYE	Sep 30/24	**May 1/24 – Dec 31/24**

Mar 31	Mar 31/24 FYE	Aug 31/24	**Apr 1/24 – Dec 31/24**
Feb 28	Feb 28/24 FYE	Jul 31/24	**Mar 1/24 – Dec 31/24**
Jan 31	Jan 31/24 FYE	Jun 30/24	**Feb 1/24 – Dec 31/24**
Dec 31	Dec 31/23 FYE	May 31/24	**Jan 1/24 – Dec 31/24**
Nov 30	Nov 30/23 FYE	Apr 30/24	**Dec 1/23 – Dec 31/24**

Step 3: Submit the report through the PTI Portal and confirm the purpose of the submission from the drop-down list as 'Update student data only', before uploading the report.
Step 4: Download a new copy of the student data report from the PTI Portal
Step 5: Complete the report for the period below:

PTIRU will require data for the following period from all institutions, regardless of fiscal year end:	**Which will be due:**
Jan 1/25 – Mar 31/25	Apr 30/25

Step 6: Submit the report through the PTI Portal and confirm the purpose of the submission from the drop-down list as '1st Quarterly Report Complete', before uploading the report. If there has been no student or enrolment activity within this period, select 'No student data to report'.

For additional instructions, we recommend institutions review the revised Student Data Report Reference Guide in the PTIRU form library.

Updated Certification Mark Terms of Use Agreement with Updated Logo (Designated Institutions only)

The B.C. PTIRU Designation Certification Mark (or PTIRU Designation Logo) has been updated and is available to designated institutions. Only designated institutions may use the Marks, and there is no corresponding mark for registered or interim designated institutions.

Designated institutions that wish to use the updated logo must review, sign, and return a copy of the attached **Designation Certification Mark Terms of Use Agreement** to PTIRU.

Institutions that have submitted their form to PTIRU should expect to receive a signed copy back. **Completed Terms of Use Agreements should be sent to PTI@gov.bc.ca.**

When using the Marks, the institution must provide "Notice of Licence" (Section 8 of the Designation Certification Marks Terms of Use Agreement). This means the Marks must be accompanied by the following statement: "DESIGNATED B.C. PRIVATE TRAINING INSTITUTIONS REGULATORY UNIT & Shield Design mark is a certification mark owned by the Government of British Columbia and used under licence." PTIRU will enforce proper use of the Marks.

The Marks may not be used before the signed Terms of Use Agreement is in place.

System Integrity Branch
Ministry of Post-Secondary Education and Future Skills
310-601 Cordova St W, Vancouver, BC V6B 1G1
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privatetraininginstitutions.gov.bc.ca

B.C. PRIVATE TRAINING INSTITUTIONS REGULATORY UNIT
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 Regulatory Unit ("**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 licence ("**Licence**") 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 Licence 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 Licence.

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 Licence or notice of the Licence; 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 Licence – 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 licence 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 Licence 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 Licence:
      (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 Licence 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 Licence for any reason:
    (a) the Institution will cease all reproduction and use of the Marks including any trade-marks, 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 Licence, the Institution becomes aware that any other party (other than an affiliate or licencee 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 Licence 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 Licence 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 Regulatory Unit at 310-601 Cordova St W, Vancouver, BC V6B 1G1 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 His Majesty the King in right of the Province of British Columbia by a duly authorized representative of the Minister of Post-Secondary Education and Future Skills:

_____
[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.