

“Training Services” means authorization to provide Enform Training Courses pursuant to this Agreement.

2.0 NATURE OF AGREEMENT

This Memorandum of Understanding (MOU) between the two parties establishes an understanding and a cooperative working relationship that seeks to assist business and industrial development and to promote mutual organizational interests in ways that are consistent with the mandates, policies, priorities and resources of each party.

Except for those provisions dealing with confidentiality and ownership of information, this agreement is not intended to create any legally binding obligation.

This agreement is not intended to exclude cooperation with other agencies or institutions, particularly with respect to opportunities to enhance technical education in Canada.

3.0 OBJECTIVES

- The Training Provider will schedule Training Courses, utilizing its own infrastructure and in accordance with Enform’s Program Standards for the respective Training Course(s).
- Enform will provide current Training Materials and examinations, where applicable, to the Training Provider.
- The Training Provider will be authorized to request replacement training certificates from Enform on behalf of their clientele, provided the designated Training Administrator is a currently accredited Commissioner for Oaths in the respective jurisdiction and signs a completed Enform Application for Replacement Certificate Form for each replacement certificate request. The current replacement certificate fee charged by Enform will apply.
- Additional criteria applicable to provision of Enform Training Courses are detailed in Attachment 1 of this MOU.

4.0 CRITERIA FOR ACCEPTANCE

These criteria state the standards which Training Providers undertake to adhere to in the delivery of Enform Training Courses. The criteria will be the primary standards against which Training Providers will be assessed for authorization to provide Enform Training Courses. Training Providers must conduct their operations in a way that complies with all the requirements of the Enform criteria that apply to the specified training courses.

The following criteria have been prepared by Enform for the purposes of ensuring that Training Providers meet a specified standard of conduct in the provision of Enform Training Courses.

The authority to provide Enform course delivery is available only to those Training Providers that:

Private Third-Party Training Provider Memorandum of Understanding

- Are signatories to a Private Third-Party Training Provider Memorandum of Understanding;
- Maintain an acceptable credit standing with Enform;
- Have identified a Training Administrator, as defined in 1.0 Definitions of this Agreement;
- Agree to not withhold Enform training certificates from any participant without the approval of Enform;
- Provide additional information on the Training Provider's training policies and facilities, as identified in Attachment 1 to this MOU;
- Do not refuse training to any student without just cause (i.e., not "qualified", not meeting course pre-requisites, such as; training, experience, pre-entrance training, medical fitness, regulation; or behaviours such as class disruption, impairment, violence, lewdness, demeaning acts, unsafe acts, harassment; or has not paid for course(s) or other services);
- Maintain and, upon request, provide proof of applicable WCB coverage and adequate Commercial General Liability Insurance with a limit of not less than one million dollars (\$1,000,000.00) and add Enform as an additional insured for the duration of Enform's Training Course;
- Comply with all applicable laws, decrees, orders, rules and regulations in performing the training. Training Providers shall indemnify Enform for any penalties and liabilities of every kind which may result from its breach of any such laws, decrees, orders, rules and regulations; and
- Demonstrate continued conformity with the above criteria.

5.0 CONDUCT OF BUSINESS

The Training Provider agrees to conduct business in a manner which reflects favourably at all times on the products, goodwill and reputation of the Training Provider and Enform. Such business conduct shall include avoiding use of deceptive, misleading or unethical practices which are or might be detrimental to the Training Provider or Enform, and refraining from making any representations, warranties or guarantees to Participants that are inconsistent with policies established by Enform.

6.0 QUALITY OF TRAINING SERVICES (NOT APPLICABLE TO COURSE CONTENT STANDARDS)

The Training Provider agrees that it is of fundamental importance that the Training Services are of the highest quality and integrity. Accordingly, the Training Provider agrees that Enform will have the right to determine in its absolute discretion whether the Training Services meet the high quality standards. In the event that Enform determines that the Training Provider is no longer meeting the accepted levels of quality and/or integrity, this Agreement may be revoked immediately by Enform.

7.0 INTELLECTUAL PROPERTY

This MOU is not intended to effect any change or alteration in ownership and rights of the parties respecting intellectual property, and all matters relating to the rights of the parties in any intellectual property.

8.0 EXCHANGE OF INFORMATION AND CONFIDENTIALITY

Both parties recognize and acknowledge that by the nature of their respective operations, they will be involved not only with each other, but also with various third parties, either directly or indirectly, in projects covering a broad spectrum of technology, and that as a result of such involvement, confidential information may be either generated or obtained. Nothing in this MOU shall be construed as requiring either party to disclose to the other any confidential information so generated or obtained. Each party shall have the right to place any restrictions, limitations and conditions they deem appropriate upon the communication and cooperation that are contemplated by this MOU.

9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Freedom of Information and Protection of Privacy Act applies to all information and records relating to or obtained, generated, collected or provided under or pursuant to this agreement.

10.0 INDEMNITY

Enform shall indemnify and hold harmless the Training Provider and its employees and agents, from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Enform or its employees or agents, in their performance of this Agreement. Such indemnification shall survive termination of this Agreement.

Private Third-Party Training Provider Memorandum of Understanding

The Training Provider shall indemnify and hold harmless Enform and its employees and agents, from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Training Provider or its employees or agents, in their performance of this Agreement. Such indemnification shall survive termination of this Agreement.

11.0 TERMINATION

Either party may terminate this MOU in ninety days with written notice to the other party:

Enform
Wayne Wetmore
Senior Vice President
Zurich Court, 1538 – 25 Avenue NE
Calgary, Alberta T2E 8Y3
Ph. (403) 250-0877
Fax. (403) 291-9408

IN WITNESS HEREOF the parties have caused this Memorandum of Understanding to be executed.

ENFORM

Third Party Training Provider (Please Print)

Print Name

Print Name

Signature

Signature

Third Party Training Administrator (Please Print)

Address: _____

Phone: _____ E-mail: _____

Please provide additional sheet(s) for Training Administrators in multiple locations.

ATTACHMENT 1

Conditions Applicable To ALL Training Providers

The conditions listed in this Attachment apply to the Private Third-Party Training Provider delivery of all Enform Training Courses.

TRAINING PROVIDER POLICIES

The Training Provider must provide current training policies and practices to Enform, including:

- Customer satisfaction and resolving customer concerns;
- Compliance with privacy policy;
- Advertising courses scheduled at the Training Provider's facility; and
- A copy of a representative training advertisement.

TRAINING PROVIDER FACILITIES

Training facilities should provide a suitable learning environment, away from adjacent activities, noise or other distractions. Ideally, a classroom setting should always be used when available.

Camp facilities, such as dining or recreation rooms, are also suitable, provided that other activities are not occurring in the room at the same time.

On-site 'dog houses,' or similar facilities, are not considered to be suitable classroom settings.

As a minimum, the following conditions must be met:

- Sufficient chairs and tables to accommodate the number of participants in the class;
- Adequate illumination, heating and ventilation;
- Adequate washroom facilities and potable water; and
- Sufficient clear space to practice any required skills without physical barriers that would impede participant practice or cause harm to any participant. Suitable skills practice areas may also include shop, work or outdoor settings. A minimum of 50 m² (500 ft²) is generally required for a full class.

The Training Provider must provide a description of the training facilities to Enform, including:

- Number of classrooms available;
- Seating capacity of each classroom;
- Availability of whiteboards and flipcharts;
- Types of audiovisual aids available (*i.e. TV/VCR, overhead projector, electronic projector*);
- Availability of separate washrooms (male/female) for participants;
- Availability of beverages (*i.e. coffee, juice, water*) for participants;
- Availability of parking for participants provided at or near the Training Provider's facility and parking fees charged, if any; and
- Availability of food services for participants at the Training Provider's facility. If none, describe the types of food establishments near the facility that participants may use.

ATTACHMENT 1 *(continued)*

TRAINING FEEDBACK

The Training Provider should provide a description of any training feedback they receive to assist in ensuring continuous improvement.

Conditions Applicable to FRANCHISE Training Providers

This part of the Attachment applies to the delivery of Enform Franchise Training Courses including, but not limited to, those listed below:

- Chainsaw Safety Training
- Detection and Control of Flammable Substances
- Fall Protection for Rig Work
- Fall Rescue for Rig Work
- General Oilfield Driver Improvement
- H₂S[®] Alive
- Light-Duty Vehicles – Driver Improvement
- Oilfield Haulers Course
- Oilfield Swampers Course
- Well Service Blowout Prevention
- Wellhead Boom Truck Operator

PROGRAM STANDARDS

The Training Provider must ensure that all course-specific training standards are met, including:

- course notification, class size and course duration;
- delivery only by current Enform-certified instructors; and
- the availability and use of prescribed course equipment in the required quantities, that meets the applicable approval standards and is in good operating condition.

Full details on program standards are available from Enform at 1-800-667-5557 or from Enform certified instructors for the respective course(s).

TRAINING PROVIDER POLICIES

The Training Provider must provide to Enform a description of all training policies, including:

- The means by which participants register for courses at the Training Provider's facility (*i.e. phone; toll-free phone number, if any; fax; website, e-mail; etc.*);
- The information collected from participants at the time of registering for courses (*i.e. name, company, address, etc.*);
- Forms of payment accepted (*i.e. VISA, MasterCard, cheque, cash, etc.*) for registering in courses;
- Participant and course cancellation and/or refund policies; and
- Proposed course fee that would be charged for Training Courses to be provided.

ATTACHMENT 1 *(continued)*

TRAINING CERTIFICATION

Upon receipt of the proper submission of the required course documentation, Enform will process and provide appropriate training certificates to the Training Provider to forward to participants who successful completed the Training Course(s).

Conditions Applicable to NON-FRANCHISE Training Providers

The Training Provider must coordinate all Training Course planning and scheduling with Enform; provide marketing services and hosting facilities; and submit timely invoicing to Enform for services provided.

APPENDIX "A"

1. Have you included all of the following information with your Memorandum of Understanding (MOU)?

	Yes	No
Has the Owner/Manager signed the MOU in the appropriate space		
Have you included all pertinent company information (i.e. address, phone numbers, emails etc.)		
Have you named one administrator for each branch office you wish to have covered under this MOU		
Policies to be included: <ul style="list-style-type: none"> ➤ Customer satisfaction ➤ Privacy Policy ➤ Advertising ➤ Student Refund Policy 		
Availability of beverages (i.e. coffee, juice, water) for participants		
Availability of food services for participants at the Training Provider's facility. If none, describe the types of food establishments near the facility that participants may use. _____ _____		
A written statement from the owner/manager verifying WCB coverage and liability insurance.		
Availability of parking for participants provided at or near the Training Provider's facility and parking fees charged, if any _____		
Please fill in the blanks below:		
Number of classrooms available _____ Dimension(s) _____		
Seating capacity of each classroom _____		
Types of audiovisual aids available (i.e. TV/VCR, overhead projector, electronic projector) Whiteboards and flipcharts _____		
Availability of separate washrooms (male/female) for participants Number of female _____ Number of male _____ Handicap Assessable _____		

Failure to include the above mentioned items will result in a delay of approval of your MOU. If you feel that an item does not apply to your company, please include a written explanation which Enform will consider when reviewing your MOU.