HIGH FIVE®
Registered Organization Agreement

BCRPA
BC RECREATION AND PARKS ASSOCIATION

www.HIGHFIVE.org

HIGH FIVE®
The best way to play™

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TERMS AND CONDITIONS OF AGREEMENT

Parks and Recreation Ontario ("PRO") has developed a proprietary standard called HIGH FIVE® designed to support the safety, well-being and healthy development of children in recreation and sport program (the "Standard"). They have created a national HIGH FIVE® organization and British Columbia Recreation and Parks Association ("BCRPA") is the authorized provider of HIGH FIVE® in British Columbia.

Upon acceptance by BCRPA, the Registered Organization acts as a stakeholder in implementing the Standard using HIGH FIVE® tools and resources to improve the quality of their programs and philosophies relating to children.

The following are the Terms and Conditions of the agreement between BCRPA and the Registered Organization. This document, its appendices, the HIGH FIVE® Policies and Procedures, Registered Organization Guide and the signed registration form (the "Registration Form") form the ongoing agreement between the parties.

1. Obligations of BCRPA

1.1 BCRPA will provide the following:

a) Ongoing support to the Registered Organization;
b) A copy of the Registered Organization Guide;
c) Access to the Hands on HIGH FIVE® database;
d) Discounted prices for Licensed Trainings and Licensed Resources described in Appendix B;
e) Unique and statistically validated performance measurement tools;
f) Planning and data reporting systems to chart progress;
g) Educational and promotional resources for parents and leaders;
h) Recognition on the HIGH FIVE® website as a Registered Organization;
i) Ninety (90) days' notification of any price changes; and
j) Use of HIGH FIVE® Licensed Trademarks set forth in Appendix A, in accordance with section 4.4.

2. Obligations of the Registered Organization

2.1 The Registered Organization will:

a) Purchase exclusively from BCRPA all materials necessary for delivery of all components of the Standard, including but not limited to Trainings and Resources described in Appendix B (Registered Organizations who return unused training materials in good condition to BCRPA within thirty (30) days from the training date will receive a credit for the materials returned);
b) Adhere to the HIGH FIVE® Policies and Procedures and Registered Organization Guide, as amended and updated from time to time;
c) Assume the financial and administrative responsibilities of HIGH FIVE® training including, but not limited to, all taxes, fees, permits and insurance.
d) Act in accordance with standard business practices and in a manner that promotes a positive and professional image.
e) Notify BCRPA of any cases when a HIGH FIVE® trainer has been disciplined or terminated for cause, or demonstrated behavior that is contrary to HIGH FIVE®'s Commitment to Children Policy found in the Registered Organization Guide;

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f) Use the required training materials and resources without unauthorized reproduction, alteration or substitution;
g) Maintain a safe environment in accordance with relevant provincial legislation and municipal bylaws.
h) Deliver any or all components of the Standard and/or will submit to BCRPA as required, all relevant information, forms and statistics.

3. Inspection

3.1 BCRPA representatives will have the right to inspect the operation of the Registered Organization's programs, trainers and participants for the purposes of quality assurance evaluations, checking operations, supplies, equipment, marketing and promotional materials. Evaluation results will be shared with the Registered Organization and assistance will be provided where improvements are required.

3.2 In the event any such inspection indicates deficiency or unsatisfactory condition with respect to any matter required under this Agreement, BCRPA will notify the Registered Organization in writing of its non-compliance. The Registered Organization will have fifteen (15) days after receipt of such notice, to correct or repair such deficiencies.

4. Trademarks and Copyright

4.1 All rights in BCRPA and HIGH FIVE® National trademarks, Licensed Trademarks, logos, trade names, business names, brands, designs, domain names, e-mail addresses, websites, copyrights, rights in any format or presentation (including its look, feel, visual or other non-literal elements) trade secrets and other confidential information, databases and all other intellectual property rights (registered or unregistered) of a similar corresponding character which subsist now or in the future in any part of the world, (collectively BCRPA and HIGH FIVE® National's Intellectual Property), whether registered or not and any applications to register or right to apply for any of the foregoing, is and will remain the property of BCRPA and HIGH FIVE® and nothing in this Agreement will imply any transfer or ownership, right, title or interest in respect of such BCRPA or HIGH FIVE® Intellectual Property apart from the license granted herein.

4.2 Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases and other works produced by the Registered Organization during the term of this Agreement, or otherwise produced in connection with this Agreement will be owned solely by HIGH FIVE® who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

4.3 The Registered Organization is granted by BCRPA for this Agreement, subject to these terms and conditions, the non-exclusive, non-transferable right and license to use, distribute and reproduce, subject to section 4.4, the Licensed Trademarks with this Agreement.

4.4 If the Registered Organization wants to reproduce the Licensed Trademarks in any media, in whole or in part, it will submit a HIGH FIVE® Logo/Communications Request Form (see Appendix A of Communications Policies and Guidelines) prior to the use of the Licensed Trademarks which will be approved by PRO in accordance with the Communications Policies and Guidelines.

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4.5 The Registered Organization will:

a) Comply with the HIGH FIVE® Communications Policies & Guidelines found in the Registered Organization Guide
b) Inform BCRPA of any activity which infringes upon the copyright and trademarks of HIGH FIVE®; and
c) Upon the request of BCRPA provide samples of the Products and any advertising materials bearing the Licensed Trademarks to BCRPA for inspection on a regular basis.

4.6 If the status of the Registered Organization lapses expires or is terminated, then this Registered Organization license to use Licensed Trademarks and Products will automatically terminate. If the Registered Organization fails to adhere to these terms and conditions, BCRPA may terminate the "Registered Organization" status and this license to use Licensed Trademarks and Products will automatically terminate.

4.7 On termination, lapse or expiration of this Agreement, all rights and licenses and privileges granted to the Registered Organization will immediately cease and terminate and revert to BCRPA. Upon termination, the Registered Organization will cease to use or distribute goods or advertise using the Licensed Trademarks, Products and Services and will deliver its remaining inventory.

5. Confidentiality

5.1 The Registered Organization acknowledges that the Policies and Procedures, Registered Organization Guide, Resources, Trainings and Standard includes confidential and proprietary information, including, but not limited to, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative materials, methods and plans, trade secrets, knowledge, techniques and information that is not generally or publicly known ("Confidential Information").

5.2 The Registered Organization will not, either during the term of this Agreement or at any time thereafter, disclose, publish, sell, communicate or divulge to any unauthorized party, firm, corporation or parties any Confidential Information concerning the business or affairs of HIGH FIVE® without the consent of BCRPA.

6. Term and Fees

6.1 This Agreement commences at the date on which BCRPA executes the Organization's Registration Form and receives payment of the appropriate annual fee, as defined in Appendix C, and expires on December 31st of each year this Agreement is in effect. Annual fees will be prorated from the date of acceptance.

7. Renewal

7.1 There will be no automatic renewal of this Agreement. BCRPA may renew this Agreement upon their sole discretion.

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7.2 Renewed Organizations will receive an Annual Renewal Form and an invoice for their Annual Registration Fee. The Annual Registration Fee must be received by BCRPA by February 1st of each year this Agreement is renewed.

8. Termination

8.1 BCRPA may terminate this Agreement immediately if:

(a) Either Party goes into liquidation or insolvency or has an administrator or received of its undertaking appointed;
(b) The Registered Organization's actions constitute an imminent danger to the public health; or
(c) The Registered Organization's intentional unauthorized use of Licensed Trademarks and Confidential Information.

8.2 Either party may terminate this Agreement by giving sixty (60) days written notice.

8.3 Either party may terminate this agreement immediately if there is a breach of this Agreement. In such case, written notice must be given to specify the breach and the party receiving the notice will have twenty (20) working days to remedy the matter.

8.4 Upon termination, the Registered Organization will pay any outstanding debts, receive a pro-rated registration fee refund, less an administrative fee, immediately cease to carry on any activities associated with the Standard, cease using any Intellectual Property of HIGH FIVE® and will deliver to BCRPA all print or media material regarding the Standard.

9. Limitation of Liability, Indemnification and Insurance

9.1 BCRPA makes no representations or warranties about the literature, training, methodologies and support materials concerning fitness for the purpose or achievement of a stated result. The Standard, which PRO has developed and made available for use by approved parties, is intended to encourage a high level of quality in recreation and sport programming. Implementation must be supported by appropriate human and financial resources over time to effect positive change.

9.2 The Registered Organization agrees to indemnify BCRPA and its directors, officers, agents, volunteers and employees (collectively the "BCRPA Indemnified Parties") and hold it harmless from and against any and all loss of damage to property, or injuries to, or death, of any person or persons and will defend the BCRPA Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including without limitation, reasonable legal fees and disbursements) of or by anyone, resulting from, or arising out of, acts, errors, omissions of the Registered Organization, its employees, designated Trainers or others it is responsible for at law directly or indirectly out of the use by the Registered Organization of the Standard.

9.3 The Registered Organization will obtain and maintain third party general liability insurance for an amount not less than $2,000,000 covering acts and omissions of itself, its employees, designated Trainers or others it is responsible for at law arising out of use

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by the Registered Organization of the Standard. The Registered Organization will name BCRPA as an additional named insured. If requested, a certificate of such insurance will be supplied to BCRPA.

9.4 The Registered Organization will keep in place adequate insurance for losses arising from the activities of its board of directors, staff, volunteers and others carrying out its business.

9.5 The provisions of section 9.2 will continue in force for a period of two (2) years after termination of this Agreement.

10. Product / Resource Development

10.1 The Registered Organization may from time to time develop training and/or resources which can be branded in connection with the Standard upon the sole discretion of BCRPA.

11. Notices and Representatives

11.1 All notices will be in writing and be delivered personally or by Canada Post, certified, return receipt requested, Purolator or other internationally recognized receipted overnight courier service, postage prepaid, or sent by a confirmed (confirmation report printed) facsimile transmission. Notice will be deemed delivered upon the date of personal delivery or facsimile transmission is made or the date of delivery as indicated by Purolator or other internationally recognized receipted overnight or courier service, or the date indicated on the return receipt from Canada Post.

11.2 Each party will appoint a representative. Until further notice, the representatives shall be:

For "BCRPA" – The Parks and Recreation Manager

For the Registered Organization – The Senior or Primary contact identified on the Registration Form

12. Dispute Resolution

12.1 The Parties agree to submit any dispute they may have regarding this Agreement in accordance with HIGH FIVE® Dispute Resolution Policy.

13. General

13.1 This Agreement will be construed, performed and enforced in accordance with the laws of the Province of British Columbia.

13.2 Nothing contained herein will be construed in such a way so as to create or impute a partnership or mutual adventure between the parties. Neither party will make representations that it is the agent of the other party for any purpose, except as expressly set forth in this Agreement.

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13.3 If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of the Agreement will remain in force and effect.

13.4 This Agreement will be to the benefit of, and be binding upon the parties hereto, their respective successors and assigns.

13.5 The Registered Organization status is not assignable or transferable.

13.6 A waiver by either party of any term or condition of this Agreement in any instance will not be deemed or construed as a waiver for such term or condition of the future or of any subsequent breach thereof.

13.7 The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

13.8 This Agreement has been executed by affixing signatures to the HIGH FIVE® Registration Form by authorized signatories of each party who is duly entitled to represent and bind the party.

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Appendix A

Licensed Trade Marks

1. HIGH FIVE®
2. HIGH FIVE® and Design
3. Shooting Stars Design
4. "Life-long Learning Begins with Child's Play"
5. "Quality At Play"
6. "The best way to play"

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Appendix B

Licensed Resources

1. *Kids at Play* Handbook
2. *YMCA Discovery* Booklet
3. *Supervisors Handbook*
4. *Case Study Booklet*
5. *Program Planning Pad*
6. *Observing the Children's Experience Tool*
7. *Quick Scan Tool*
8. *Guide to Best Practices*
9. *Reviewing Best Practices Tool*
10. *Reviewing Best Practices* Summary Score Sheet
11. *Best Practices Toolkit* (Including the *Guide to Best Practices, Review of Best Practices* and the *Review of Best Practices* Summary Score Sheet)
12. *Sport Action Pack*
13. *Coach Reflections*
14. *Toolkit for Excellence in Community Sport* (comprised of the *Sport Action Pack* and *Coach Reflections*)
15. *HIGH FIVE® Reviewing Best Practices and Sport Primer* Facilitator Guides
16. *Implementation Planning Participant* Workbook and Sample Template
17. *HIGH FIVE® Trainer Kit*
18. *Trainer Flip Book*
19. *Leader Appraisal Tool*
20. *Parent Checklist*
21. *Posters – set of 8 and single*
22. *Reviewing Programs Together*
23. *Registered Organization Guide*

Licensed Trainings

1. *"Principles of Healthy Child Development"*
2. *''Principles in Practice"*
3. *"Reviewing Best Practices"*
4. *"Using the HIGH FIVE® QUEST"*
5. *"QUEST for Action"*
6. *"Principles of Healthy Child Development Sport Primer "*
7. *"Implementation Planning Workshop"*
8. "*Becoming a HIGH FIVE® Trainer"*

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Appendix C

Fee Structure

Registered Organization Annual Fee Structure

Annual fees are calculated on a sliding scale based on the number of children who participate in an agency's programs on an annual basis.

Children Participating	Registered Organization Fee
Level 1 (0 - 2,500 Participants)	$100
Level 2 (2,501 – 5,000 Participants)	$300
Level 3 (5,001 – 10,000 Participants)	$500
Level 4 (> 10,000 Participants)	$700

The number of children participating in recreation programs refers to the total number of children, aged 6 to12, participating in your recreation programs throughout the year. (Please refer to the Organization Profile Form in your Information Package for detailed information pertaining to how to calculate this number).

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