



LIFESAVING SOCIETY
The Lifeguarding Experts

Boat Operator Accredited Training™ USER LICENSE

The purpose of this License agreement is to ensure Lifesaving Society program integrity while offering the affiliate delivery flexibility and options. This license grants the _____ (“licensee”) exclusive rights to use the Lifesaving Society Boat Operator Accredited Training™ (BOAT) program within their designated facility(s), as listed and noted on Schedule ‘A’.

Upon execution of this agreement, the Lifesaving Society Alberta and Northwest Territories grants the Licensee authorization to use the BOAT program with the following terms and conditions:

1. This license is in effect from the date of acceptance by the Lifesaving Society affiliate, subject to completion of this license agreement. The license will continue as long as the licensee is an affiliate in good standing with the Lifesaving Society. The license will be terminated if the licensee is not in good standing or affiliation is terminated.

The term of this agreement will be from January 1st to December 31st, and is automatically renewed each January.

2. The Licensee may not proceed to use the BOAT program and/or materials; unless this license acknowledgment is first properly executed and returned to Lifesaving Society Alberta and Northwest Territories. Use of the material in any fashion by the Licensee constitutes acceptance of the terms of license whether or not this acknowledgment has been returned. Failure to return the acknowledgment constitutes a material breach of the terms of the license.
3. The Licensee agrees to use all of the required materials for the BOAT program listed on Schedule ‘A’.
4. The Licensee recognizes and acknowledges that the content and form of the materials which it uses is valuable property belonging to The Royal Life Saving Society Canada, Alberta Branch (Lifesaving Society) and that breach of the terms of this license could cause significant harm to the developer.
5. The Licensee may **not** make any changes to the materials listed in Schedule ‘A’.
6. The Licensee shall **not** be entitled to grant sub-licenses to any third party to use the BOAT program and/or materials listed in this license agreement.
7. The Licensee shall give prompt notice to the Lifesaving Society of any suspected or threatened infringement, passing off, unfair competition or the like in relation to the BOAT program and/or materials listed in this license agreement or any other intellectual property of Lifesaving Society which comes to its attention.
8. The Licensee shall follow all program policies and procedures for the BOAT program.
9. The Licensee shall administer all Pleasure Craft Operator (PCO) Card tests in accordance with the policies of the Lifesaving Society and Transport Canada. All copies of the PCO Card Tests and Correction Grids (Answer Keys) must be kept in a secure location, accessible only to authorized staff.
10. The Licensee shall ensure that all instructors teaching the BOAT program hold a current Lifesaving Society BOAT Instructor certification
11. The Licensee shall establish and maintain an ongoing support relationship with the Lifesaving Society.
12. The Licensee may make such use of the BOAT program to promote the aims of the Society, as the Licensee may deem appropriate.



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13. This License does not expire, but may be revoked by the Lifesaving Society at any time at the option of the Society upon breach of the terms of License coming to Society's attention. Failure to revoke the License or pursue other remedies shall in no way limit the Society's unrestricted right to pursue its remedies against Licensee or any other person.

The Licensee acknowledges receipt of this agreement and will be bound by the terms of this license.

PROPERLY EXECUTED ON THE _____ DAY OF _____, 20 ____ .

BY:

For the Lifesaving Society

For the Licensee:

Signature

Signature (must have Signing Authority for the Affiliate)

Barbara Costache
Chief Administrative Officer

Print Name

Lifesaving Society Alberta and
Northwest Territories

Position

Affiliate Name

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

Date, sign and return the original copy to the Lifesaving Society. Retain a copy for your records.

The Lifesaving Society
13123 – 156 Street NW
Edmonton, AB T5V 1V2

Tel: 780-415-1755
Fax: 780-427-9334
www.lifesaving.org



Schedule ‘A’

The Lifesaving Society Alberta and Northwest Territories hereby grants the Licensee permission to use the following:

Program	Materials
Boat Operator Accredited Training™	- BOAT Study Guide - purchased from Lifesaving Society, AB/NWT - PCO Card Test Kit and/or PCO Card Class Kit

In order to adhere to Transport Canada requirements, the following Quality Control System will be in place to ensure that the BOAT program materials are recalled and replaced in a secure and timely fashion.

1. Transport Canada has scheduled the PCO Card Tests and Correction Grids to change every 2 years. The Licensee agrees to administer only the most recent PCO Card Tests and use the corresponding Correction Grids to grade those PCO Card Tests.
2. On receipt of this User License, the Lifesaving Society will issue the Licensee a PCO Card Test Kit (by registered mail through Canada Post), the following:
 - One copy of each PCO Card Tests (three in total)
 - One black line master of each Correction Grid (three in total)
 - One black line master for the Candidate Record Form

The Licensee may request a “PCO Card Class Kit” of materials that will include:

- 12 copies of a PCO Card Tests, plus one of each of the other available tests (Fourteen in total)
 - One black line master of each Correction Grid (three in total)
 - One black line master for the Candidate Record Form
3. The PCO Card Tests or Correction Grids **CAN NOT** be duplicated or distributed in any fashion (as stipulated by Transport Canada). The PCO Card Tests have been printed on special paper that prevents photocopying or scanning.
Failure to maintain the security protocol is grounds for immediate suspension. This includes electronic copying, transmitting, distributing, sharing or posting of these materials. Replacement copies can be ordered from the Lifesaving Society.
 4. The PCO Card candidate does not write directly on the PCO Card Test, they are to answer on a Candidate Record Form. The Licensee may duplicate the Candidate Record Form as needed.
 5. Submit completed Candidate Record Forms by either fax, mail or email. It is recommended that you keep a copy of each completed Candidate Record Form for your files.
 6. When requested, return all recalled materials by registered courier service or Canada Post by registered mail (with a required signature). New PCO Card Tests and Correction Grids cannot be issued until the old material is returned by the Licensee.
 7. Should the Licensee choose to stop administering the PCO Card Tests or deliver the BOAT Course, the Licensee must give notice and return all materials to the Lifesaving Society by registered courier service or Canada Post by registered mail (with a required signature).

Affiliate Signing Authority: _____

Print Name

Signature

Date

Send a PCO Card Test Kit(s): 1 kit plus ___ no. of extra kits *1st kit is free, each addition kit is \$15.00*
 Send a PCO Card Class Kit(s): 1 kit plus ___ no. of extra kits *1st kit is free, each addition kit is \$60.00*