



HIGH FIVE®

REGISTERED
ORGANIZATION
AGREEMENT



Saskatchewan
Parks and Recreation
Association

The Saskatchewan Parks and Recreation Association is the proud Authorized Provider of HIGH FIVE® in Saskatchewan

www.HIGHFIVE.org

HIGH FIVE® a quality standard for children's sport and recreation
founded by Parks and Recreation Ontario



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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");

Upon acceptance by the Saskatchewan Parks and Recreation Association Inc. (Hereinafter the "Authorized Provider"), 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 the Authorized Provider, 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 the Authorized Provider

1.1 The Authorized Provider will provide the following:

- a) Ongoing support to the Registered Organization;
- b) A copy of the Registered Organization Guide;
- c) Access to the 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 the Authorized Provider, 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 the Authorized Provider 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.



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- d) Act in accordance with standard business practices and in a manner that promotes a positive and professional image.
- e) Notify the Authorized Provider 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;
- 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 the Authorized Provider as required, all relevant information, forms and statistics.

3. Inspection

- 3.1 The Authorized Provider 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, the Authorized Provider 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 PRO 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 PRO 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 PRO and nothing in this Agreement will imply any transfer or ownership, right, title or interest in respect of such PRO 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 PRO, 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 the Authorized Provider 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.



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- 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 the Authorized Provider in accordance with the Communications Policies and Guidelines.
- 4.5 The Registered Organization will:
- a) Comply with the HIGH FIVE® Communications Policies & Guidelines found in the Registered Organization Guide
 - b) Inform the Authorized Provider of any activity which infringes upon the copyright and trademarks of the Authorized Provider; and
 - c) Upon the request of the Authorized Provider and/or HIGH FIVE®, provide samples of the Products and any advertising materials bearing the Licensed Trademarks to the Authorized Provider 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, the Authorized Provider 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 the Authorized Provider. 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 the Authorized Provider.

6. Term and Fees

This Agreement commences at the date on which the Authorized Provider executes the Organization's Registration Form and receives payment of the appropriate annual fee, as



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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. the Authorized Provider may renew this Agreement upon their sole discretion.
- 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 the Authorized Provider by February 1st of each year this Agreement is renewed. Late fees will be charged 1.25% per month on the balance owing.

8. Termination

- 8.1 The Authorized Provider may terminate this Agreement immediately if:
- (a) Either Party goes into liquidation or insolvency or has an administrator or receiver 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 prorated registration fee refund, less an administrative fee, immediately cease to carry on any activities associated with the Standard, cease using any Intellectual Property of PRO and/or the Authorized Provider and will deliver to the Authorized Provider all print or media material regarding the Standard.

9. Limitation of Liability, Indemnification and Insurance

- 9.1 The Authorized Provider and/or PRO 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 the Authorized Provider and PRO, and their respective directors, officers, agents, volunteers and employees (collectively the "Authorized Provider Indemnified Parties") and hold it harmless from and against any and all loss of damage



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to property, or injuries to, or death, of any person or persons and will defend the Authorized Provider 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 by the Registered Organization of the Standard. The Registered Organization will name the Authorized Provider and PRO as additional named insured. If requested, a certificate of such insurance will be supplied to the Authorized Provider.
- 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 the Authorized Provider and/or PRO.

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 the Authorized Provider” – The HIGH FIVE® Authorized Provider 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 the Dispute Resolution Policy.



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13. General

- 13.1 This Agreement will be construed, performed and enforced in accordance with the laws of the Province of Saskatchewan.
- 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.
- 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 Trainings

1. *“Principles of Healthy Child Development”*
2. *“Principles in Practice”*
3. *“QUEST 1”*
4. *“Using the HIGH FIVE® QUEST” (QUEST 2)*
5. *“QUEST for Action”*
6. *“HIGH FIVE® Sport”*
7. *“HIGH FIVE® Strengthening Children’s Mental Health”*
8. *“HIGH FIVE® Principles of Healthy Aging”*
9. *“Becoming a HIGH FIVE® Trainer”*
10. *“Becoming a HIGH FIVE® Sport Trainer”*
11. *“Becoming a HIGH FIVE® Strengthening Children’s Mental Health Trainer”*
12. *“Becoming a HIGH FIVE® Principles of Healthy Aging Trainer”*
13. *“HIGH FIVE® Affiliate Trainer”*



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Appendix C

Fee Structure

The Saskatchewan Registered Organization Fees are based on the number of 6 to 12 year old program participants your organization serves within the year (January 1 – December 31). Upon approval of this application, your organization will be invoiced according to the fee structure below.

Number of 6 to 12 year old Program Participants	Annual Registered Organization Fee
1-500	\$100
501 – 2500	\$200
>2,500	\$300
Sport, Recreation and Culture District	\$150