

AFFILIATE AGREEMENT

The Lifeguarding Experts

2020

Partnership

The BC & Yukon Branch of the Lifesaving Society works closely with our Affiliates to provide programs and public education designed to save lives and prevent water-related injury and death. We appreciate the partnership with our Affiliates in delivering on this mission and look forward to building on this valuable relationship.

The purpose of this Affiliate Agreement is to clearly lay out the responsibilities of both parties and to ensure the integrity and quality of Lifesaving Society programs. This agreement clarifies the Society's expectations of the Affiliate Member and details the services that the Affiliate can expect in return. Signing this agreement entitles the Affiliate to offer programs and services of the Lifesaving Society while adhering to relevant policies and procedures.

Lifesaving Society:

The Royal Life Saving Society Canada, also known by its trade name 'Lifesaving Society', was chartered in Canada in 1908. The Lifesaving Society in British Columbia was established in 1911 to meet a need to improve public safety by helping to prevent drowning. The Society represents Canada internationally as an active member of the Royal Life Saving Society and the International Life Saving Federation.

The Lifesaving Society is Canada's lifeguarding experts. The Society is a national charitable organization that works to prevent drowning and water-related injuries through lifesaving, first aid and lifeguard training programs, safety management standards and services, Water Smart® public education, and lifesaving sport initiatives.

Affiliate Members

An Affiliate member may be any one of the following: responsible agency, corporation, association, organization, or individual recognized by the Lifesaving Society, who have paid a membership fee and are in good standing with the Lifesaving Society.

Affiliate members agree with the purpose and mission of the Lifesaving Society and actively participate in the shaping of future Lifesaving Society programs and services. They play a vital part in lifesaving training by broadening the access of Lifesaving Society programs, services and drowning prevention education to their community and/or their members and customers.

Affiliate membership is based on the calendar year (January 01 – December 31). Affiliate Members that operate more than one facility sign one Affiliate Member Agreement and list each facility on the included form. The Affiliate fee is based on each facility registered. All memberships regardless of when they affiliated with the Lifesaving Society will receive renewal notification from the Lifesaving Society by December of each year.

This Affiliate Agreement does not expire, but may be revoked by the Lifesaving Society at any time if there is a breach of the terms of this Affiliate Agreement following a thorough investigation and consultation.

The Affiliate reserves the right to terminate the Affiliate Agreement for any reason with 30 days notice in writing to the Lifesaving Society.

Responsibilities of the Affiliate

- 1.1 Employ only those Instructor Trainers/Instructors holding a current/valid certification issued by the Lifesaving Society to teach Lifesaving Society programs.
- 1.2 Purchase from the Lifesaving Society all required materials and distribute to participants for their use during and after the course.
- 1.3 Ensure all payments to the Lifesaving Society for products, services and fees are made on time in accordance with administrative and payment terms available from the Society office.
- 1.4 Disclose to the Lifesaving Society upon request the location, dates and times of all Lifesaving Society courses.
- 1.5 Submit final course rosters, evaluation forms and course results to the Lifesaving Society within two (2) weeks following the end of each course.
- 1.6 Ensure that all course rosters (test sheets) are completed as per the Program Guidelines to ensure that they are processed as per section 2.10.
- 1.7 Assist Lifesaving Instructor apprentices in completing their apprenticeship by arranging for and providing co-teach opportunities whenever possible.
- 1.8 Submit orders for merchandise and course materials through the on-line store.
- 1.9 Abide by all applicable privacy legislation.
- 1.10 Follow applicable Lifesaving Society program policies outlines in the current Program Guide.
- 1.11 Inform the Lifesaving Society of any changes to Affiliate representatives.

2.0 Responsibilities of the Lifesaving Society BC & Yukon Branch (Benefits of Affiliation)

- 2.1 Provide consultative services. As Canada's lifeguarding experts the Lifesaving Society readily shares its expertise to members. To maintain the Society's level of expertise it will;
 - Conduct comprehensive research into water-related deaths and injuries, and the factors contributing to these incidents.
 - Respond to identified needs in BC and Yukon through drowning and water-related injury
 prevention with public education, swimming, lifesaving, first aid and lifeguard training,
 lifesaving competition and program development.
 - Maintain Branch commitment to program development through the development of resource materials for programs, Instructors, Instructor Trainers and Affiliates suitable for the delivery of Lifesaving Society programs and services.
 - Research and set standards for lifeguarding, first aid/CPR, lifesaving, swimming and drowning prevention.
 - Research and set safety management standards for aquatic environments
 - Provide safety management services that guide communities in creating safe aquatic environments.
- 2.2 Develop high quality evidence-based courses and materials.
- 2.3 Provide high quality training and re-training, course updates, revisions and access to resources for Instructors and Instructor Trainers.
- 2.4 Maintain a certification registry of all Lifesaving Society Instructor Trainers, Instructors, Lifeguards and other Lifesaving award holders.
- 2.5 Provide technical program support to Lifesaving Society Affiliates.

- 2.6 Provide access to course, workshop and supportive marketing materials needed for successful program delivery.
- 2.7 Inform Lifesaving Society Affiliates within 90 days of any changes to pricing of training materials, course fees or other charges related to program delivery.
- 2.8 Establish requirements and standards with respect to classroom and facilities, resources, equipment and supplies and other learning resources for the benefit of course participants.
- 2.9 Provide access to a member's only section of the website where up to date information for Affiliates will be posted including a current Program Guide.
- 2.10 Mail appropriate certification cards and recognition items directly to award holders within 15 business days of receiving test sheets from the Affiliate that are completed as per section 1.6.
- 2.11 Supply temporary cards and electronic access to program resources that can be printed by Affiliates.
- 2.12 Follow Branch Privacy Policy, maintaining security safeguards of personal & confidential information.
- 2.13 Maintain communication links primarily through Affiliate meetings, electronic newsletters, emails and Branch website.
- 2.14 Maintain a course registry open to the public for individuals to find courses in their local areas and to promote the programs.
- 2.15 Maintain a member registry for individuals to access their current certifications and print a form to be used as proof of pre-requisite for other Lifesaving Society courses.

3.0 Logo Use, Graphic Standards and Intellectual Property

- 3.1 The Lifesaving Society will provide logos and program branding to help support Affiliates in their program promotion.
- 3.2 The Affiliate will use the appropriate program logos in promotional materials in the manner outlined by the Lifesaving Society Visual Identity Guidelines.
- 3.3 Program graphics, logos and terms of use will be available at <u>lifesaving.bc.ca</u> in the Branch Affiliate Group.
- 3.4 Use the correct program name and association with the Lifesaving Society when advertising, for example: Lifesaving Society Bronze Medallion.
- 3.5 Respect that the content of Lifesaving Society resources and manuals are valuable intellectual property for the Society. Reproduction, by any means, of content is prohibited unless authorized by the publisher.
- 3.6 As an Affiliate you will receive access to the Branch Affiliate Group at <u>lifesaving.bc.ca</u>. As an Affiliate you will ensure that;
 - Access is being given to the Affiliate representative identified in the agreement and if this
 representative changes, the Affiliate will contact the Lifesaving Society to update their
 records.
 - Accessible materials are for the use of the Affiliate to support programs offered by the Affiliate.

• Materials should not be shared with others who may not have access to them or should not be used except for the purpose for which they were created.

4.0 Quality Assurance

- 4.1 The Lifesaving Society will ensure continued high quality of its programs through maintenance of a Quality Assurance program, including;
 - Ongoing Affiliate support.
 - Program evaluation (including feedback forms, telephone surveys of course participants, course visits, Instructor/Instructor Trainer evaluations).
 - Statistical review.
 - Research and development.
- 4.2 The Affiliate will support high quality by;
 - Allow a representative of the Lifesaving Society access to courses for the purpose of classroom monitoring and Instructor evaluation.
 - Will forward feedback, comments and suggestions from course participants and the Affiliate for review by the Lifesaving Society or encourage candidates to provide feedback on-line.
 - Ensuring Instructors are abiding by the Code of Conduct and professionalism set out by the Lifesaving Society.
 - Ensure that Instructors teaching Lifesaving Society programs are adhering to National and Branch training standards set out in the current Program Guide.
 - Meet all Lifesaving Society requirements and standards with respect to classroom and facilities, equipment and supplies and other learning resources.

5.0 Liability and Insurance

5.1 The Affiliate and the Lifesaving Society will each maintain appropriate liability insurance with a limit of not less than \$5,000,000.

6.0 Amendments of the Affiliate Agreement

- 6.1 The Lifesaving Society has the right to make changes to the Affiliate Agreement upon 30 days notice.
- 6.2 The most up to date agreement will be posted at <u>lifesaving.bc.ca</u>.
- **7.0** Governing Law This Agreement shall be interpreted and construed according to the law of British Columbia.

Agreement commencing January 1, 2020:	Dolinica
Affiliate Representative Signature	 Lifesaving Society Signature
	Dale Miller, Executive
<u>Director</u>	
Print name & title	Print name & title
Affiliate/Facility Name	
	BC & Yukon Branch

		January 1,
2020		
	Date	Date
	APPENDIX A - Aft	iliation
_ I	 Individual Affiliate Select your courses you want to teach from Appendi Aquatic courses need to have an approved facility (find charge for additional facilities) 	
First	Aid Affiliates	
	IndividualTeach all Lifesaving Society First Aid programsNot location dependent	
	Organization • Teach all Lifesaving Society First Aid programs • Not location dependent • Multiple Instructors	
Aqua	atic Affiliates	
	Individual One facility All programs	
	Organization (Yearly or Seasonal) One Facility All programs Multiple Instructors	

Terms

- Affiliates are invoiced on January 1 of each year
- Affiliations initiated after July 1 will be prorated 50%
- Seasonal Affiliations will still receive promotional materials, affiliate support and other benefits of affiliation year-round but will only be able to offer courses over the 4 month period identified in the Affiliate Agreement.
- Affiliates will be automatically renewed annually unless termination notice is provided by November 30 (30 days in advance of January 1st renewal).
- No refunds on affiliation fees will be provided if affiliation is cancelled before the end of the year.

APPENDIX B – Program Selection

	 ifesaving Programs Canadian Swim Patrol Bronze Star, Bronze Medall Lifesaving Instructor 	lion, Bronze Cross			
	ifesaving SportJunior LifeguardLifesaving SportLifesaving Sport Coach				
	 Lifesaving Society First Aid CPR AED Emergency First Aid Standard First Aid Aquatic Emergency Care Worksite Level 1 First Aid Instructor 				
	 ifesaving Society National Li Pool Waterpark Waterfront Surf NL Instructor 				
		APPENDIX C – Seasonal Affiliation			
Seasonal Affiliate Agreement will be in place for the following 4 month period:					
Start	: Day:	Month:	Year:		
Finis	h: Day:	Month:	Year:		