

APPLICATION FOR COURSE ENDORSEMENT
TERMS AND CONDITIONS

RE: _____ (“the Program”)

1. The Provider represents to the OAO that the Program will be presented to the attendees in the manner shown in the application material and will not vary save for minor adjustments not affecting more than ten (10) per cent of the program duration.
2. The Provider represents to the OAO that it carries sufficient professional liability and/or commercial liability insurance, as the Provider may determine from time to time. The Provider shall indemnify and hold OAO harmless from and against all costs, charges and expenses that it sustains or incurs in our about any action, suit or proceeding that is brought, commenced or prosecuted against OAO for or in respect of any act, omission, deed, matter or thing, made, done or permitted by the Provider with respect to the Program.
3. The Provider shall provide each attendee of the Program its Certificate of Attendance in hard copy or by email not later than 15 days after the date of the Program.
4. From the date of acceptance of these terms by OAO, and up to thirty (30) days from the Program date, the OAO grants the Provider a non-exclusive license to use the OAO’s trade mark (attached hereto as Schedule “A”) on marketing and course materials used for the Program. At all times, the Provider shall maintain the highest standard of conduct and good taste so as to preserve and enhance the goodwill, good name and reputation of the OAO. The use of the mark shall be accompanied by the following, in legible font: “This course has been approved by the Ontario Association of Osteopathic Manual Practitioners for <insert number> CEUs”. Any infringement of the trade mark by the Provider shall be subject to a payment of \$2,000 per incident, being a genuine estimate of damages to OAO and not a penalty.
5. The Provider is solely responsible for obtaining the informed consent of any person used in a demonstration at the Program, whether a member of the OAO or otherwise.
6. This Agreement is non-transferrable and non-assignable by either party, and applies only to the Program on the date specified by the Provider, and shall not extend to any future programs presented by the Provider.
7. In the event that the Program is postponed or cancelled, the Provider shall advise OAO as soon as possible, and in any event no later than 5 days after the original Program date. In such a case, OAO may, in its sole and absolute discretion, withdraw its endorsement of the Program for continuing education units.
8. OAO agrees to post an advertisement of the Program on its website forthwith upon acceptance of the terms herein. The posting shall be free of charge to the Provider. The posting shall be removed from the website not earlier than ten (10) days following the Program date.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein. The parties hereto hereby irrevocably attorn to the jurisdiction of the Province of Ontario.

ACCEPTANCE OF TERMS AND CONDITIONS

The Provider agrees that, if the Program is accepted for course endorsement by OAO, the Provider shall be bound by the terms and conditions listed above.

Provider Signature: _____

Company Name: _____

Date: _____