

To: All HQ Directors: Operations, Planning & Major Projects
All Regional Directors
All District Highway Managers
Manager, Provincial Sign Shop

Subject: Service and Attraction Sign update - Automated External Defibrillator (AED) Signs for use on Remote Highways

Purpose:

This Technical Circular introduces a new Service and Attraction (SA-N82) sign for use on highways designated as remote highways as discussed in the BC Service and Attraction manual.

Remote Highway: A rural highway, designated as remote, generally having numerous sections 80 km or more in length within which basic services are not available.

Highways designated as remote highways in the S&A manual are as follows:

- > Hwy 20 Fraser River Bridge to Bella Coola
- > Highway 97 North of Fort St. John to South of Fort Nelson
- > Highway 97 North of Fort Nelson to Yukon Border
- > Highway 37 Kitwanga to Yukon Border
- > Highway 37A Meziadin Junction to East of Stewart

Background:

Sudden cardiac arrest is the sudden and unexpected loss of heart function in a person. In Canada, 35,000 to 45,000 people die of sudden cardiac arrest each year. An automated external defibrillator (AED) is a device containing sophisticated electronics used to identify cardiac rhythms, and to deliver a shock to correct abnormal electrical activity in the heart. AEDs are safe, easy to use, and can be used effectively by non-medical individuals. In recent years, many public facilities including arenas, pools, schools, government buildings, and airplanes with or without a high likelihood of cardiac arrest do incorporate AED devices.

Scope and Application:

All signs required by this Program are provided, erected, and maintained by the Ministry of Transportation and Infrastructure (MoTI). All sign designs and records will be created and maintained by the Provincial Sign Program. Submissions by municipalities, communities, regional districts, or regional health organizations for AED signs on remote highways will be made to the District Manager where the remote highway resides. Municipalities, communities, regional districts, and/or regional health organizations will identify the number of AEDs and their locations on or from the remote highway. The number of AED SA-N82 signs placed on remote highways on a per year basis will be subject to available BC MoTI District funds. The Traffic Operations Engineer, working with the Ministry Road

Maintenance contractor will determine sign layouts for the AED stations, which will include the scheduling of AED sign placement per year based on available BC MoTI District funds.

Those municipalities, communities, regional districts, or regional health organizations requesting AED signs to the District Manager where the remote highway resides should include with their submission to the BC MoTI the "AED SUPPLY AGREEMENT" between the Heart and Stroke Foundation of Canada – represented by the BC Office, and the corresponding organization making the submission (sample PAD agreement included here).

Sign Layout

Based on the included BC MoTI AED sign package;

- The requesting Organizations responsibility for signs
 - AED device identification sign - placed on the building containing the AED device
- The BC MoTI responsibility for signs
 - Maximum distance from a remote highway to AED station ≤ 5 km
 - Maximum number of signs used to identify and trail blaze the route to AED station is 4 signs;
 - 2 signs (1 sign per direction of travel) with distance/arrow tab positioned on remote highway to identify AED station and/or the traveled route off the remote highway to the AED station.
 - 1 sign with distance/arrow tab (confirmatory) located at the halfway distance to the AED station.
 - 1 sign to identify the AED station within the community, or building location containing AED. (Liaise with community staff, where required, regarding sign placement)
 - If the route to the AED station is a circuitous route, or involves many directional changes, additional signs with distance/arrow tabs may be added, as required.

More Info

BC Emergency Health Services – Public Access To Defibrillation Program
<https://www.bcpadprogram.ca/default.cfm>

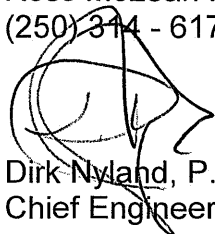
Attachments

AED - Service and Attraction Sign Package
Sample AED Supply Agreement (BC Heart and Stroke Foundation)

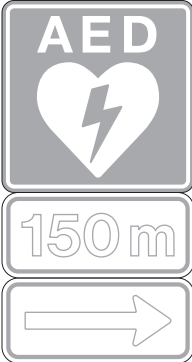
Contact:

Ross McLean Provincial Sign Program
(250) 314 - 6173

Jerry Froese, P.Eng., Engineering Services
(250) 387-7583



Dirk Nyland, P.Eng. IRP
Chief Engineer



Ref: H17 9743

Approved: May 2018
Jerry Froese
 Senior Traffic Engineer

Sign Item Number	Dimensions (W x H) mm	Substrate	Reflectivity (ASTM Type)	Colour	Approval Required	Typical Application
SA-N82	600 x 600	0.081 AL	1	W / Blu	STE	Designated Remote Rural Highways
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

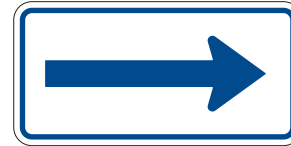
Sign Description: To guide motorists to nearby Automated External Defibrillator on Northern Rural Routes only.



SA-100-1



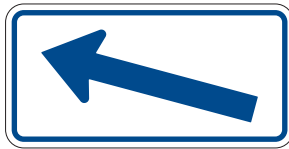
SA-100-2



SA-100-3



SA-100-5



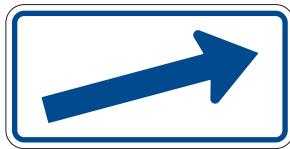
SA-100-6



SA-100-7



SA-100-8



SA-100-9



SA-100-10



SA-100-11



SA-100-12

Ref: H17 9743

Approved: May 2018
Jerry Froese
 Senior Traffic Engineer

Sign Item Number	Dimensions (W x H) mm	Substrate	Reflectivity (ASTM Type)	Colour	Approval Required	Typical Application
SA-N82-Ta	600 x 300	0.081 AL	1	Blu / W	STE	Designated Remote Rural Highways
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

Sign Description: Tabs for SA 600 x 600 signs



IN THE MATTER OF

The BC Public Access to Defibrillation Program and the Mutual Understanding
Between

the Heart and Stroke Foundation of Canada
(as represented by its BC Office)

and

[CORRESPONDING MUNICIPALITY OR REGIONAL DISTRICT
ACCEPTING DONATED AED for VENUE]

AED SUPPLY AGREEMENT

WHEREAS:

- A. The Heart and Stroke Foundation of Canada as represented by its BC office (hereinafter called the "HSFC") is a non-profit, registered charity providing fundraising, health promotion, research, patient support and advocacy throughout British Columbia for the benefit of people affected by cardiovascular and cerebrovascular disease;
- B. Sudden cardiac arrest strikes over 40,000 Canadians each year, often without warning. The vast majority of cardiac arrest victims will die without an electric shock, also called defibrillation, to restart their heart;
- C. HSFC has developed the BC Public Access to Defibrillation program (hereinafter called the "BC PAD Program") to ensure prompt defibrillation of out-of-hospital sudden cardiac arrest victims by enhancing and increasing access to automated external defibrillators (hereinafter called "AED") in public places in British Columbia in accordance with the BC PAD Program as further described in Schedule "A";
- D. The BC PAD Program seeks to place AEDs in public places where there is a greater chance they will save a life;
- E. HSFC intends on donating AEDs to community centres, recreation centres, secondary schools, arenas, pools, playing fields, senior centres and other identified priority public places over three years;

- F. A province-wide survey of all British Columbia municipalities was completed in 2012 to identify specific venues within each municipality;
- G. Through the BC PAD program, HSFC is donating one (1) AED Unit to the [INSERT VENUE NAME HERE] of [INSERT MUNICIPALITY OR REGIONAL DISTRICT NAME HERE]; and
- H. The Recipient agrees to participate in the BC PAD Program which will result in the installation of the donated AED Unit at the Venue along with the coordination of the required Venue Orientation Session;

NOW THEREFORE, in consideration of mutual covenants and understandings described above, the receipt and sufficiency of which are hereby acknowledged, HSFC and the Recipient agree on respective roles and responsibilities as set out in this Letter of Agreement (“the Agreement”) as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in this Section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“AED Units” means automated external defibrillators donated by HSFC and accepted by Recipient, as described in Schedule “C”;

“AED Accessories” means the AED cabinet and wall mount and all other accessories as further set out in Schedule “B”;

“AED Box” means the AED Unit(s) and the AED Accessories as further set out in Schedule “B”;

“AED Orientation Materials” means CPR Anytime Kits, DVDs and handouts, as available and all other materials contained in the Facilitator Box, as further set out in Schedule “B”;

“AED Signs” means signs or plaques provided by HSF to Recipient noting the presence of an AED Unit and/or crediting the persons or entities contributing to the donation of the AED Packages;

“AED Trainer Units” means the three (3) AED trainers, the AED training remote, six (6) pocket masks, and the CPR/AED Instructional DVD contained in the Facilitator Box, and loaned by HSFC to the Recipient in accordance with this Agreement;

“Agreement” means this AED Supply Agreement and all supplemental, amending or confirming instruments;

“BC PAD Program Facilitator” means any combination of BC Ambulance Paramedics, local firefighters and/or other HSFC-approved medical service personnel;

“Claims” means claims, losses, damages (direct, indirect, consequential or otherwise) suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs arising in connection therewith, including without limitation, legal fees and disbursements on a solicitor and own client basis (including without limitation all such legal fees and disbursements in connection with any and all appeals);

“Confirmed Placement Window” means a twelve day period during a month, proposed by the PAD Program Facilitator to the Recipient and/or to the Venue Contact for the Recipient, during which a Venue Orientation Session may be scheduled;

“Facilitator Box” means the AED Trainer Units and the AED Orientation Materials;

“Guests” means one or more employees of the Recipient or volunteers selected by Recipient, at Recipient’s discretion, to participate in the Venue Orientation Session;

“Intellectual Property” means all copyrights, trademarks, patents, service marks, industrial designs, ideas, works, creations, trade secrets, developments, programs, codes, drawings, sketches, compilations of information, analysis, experiments, data, formula, methods, processes, techniques, prototypes, products, samples, equipment, and any modifications or improvements thereto;

“PAD Coordinator” means designated HSFC personnel assigned by HSFC to administer the PAD Program;

“Permitted Use” means the use for which AED Units were designed, as stated by the manufacturer, in accordance with applicable operating instructions, insurance policies, laws and government regulations.

“Person” means an individual, a corporation, a limited partnership, a general partnership, and any other legal or business entity, and “Persons” shall have a corresponding meaning.

“Recipient” shall mean the municipal or regional corporation who owns, leases or is generally responsible for the Venue and who has the legal capacity to enter into this Agreement and to fulfill the obligations thereunder;

“Venue” means the site as designated by Recipient, where the AED Box and the Facilitator Box will be delivered. For the purpose of this Agreement, the Venue designated by the Recipient is [SITE];

“Venue Contact” means a person appointed by the Recipient and designated as the primary contact for matters pertaining to the AED Unit, the Venue Orientation Session and the implementation of the PAD Program at the Venue;

“Venue Orientation Session” means the complimentary orientation session offered by one or more BC PAD Program Facilitators;

1.2 Headings

The headings contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or intent of this Agreement or in any way affect this Agreement.

1.3 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the applicable laws of Canada and shall be treated in all respects as an British Columbia contract. Each of the parties attorns to the jurisdiction of the courts of the Province of British Columbia.

1.4 Severability

If any covenant, obligation, term, condition or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, term, condition or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, term, condition or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.5 Entire Agreement

This Agreement and any agreements herein contemplated to be entered into between, by or with the parties hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, offers to connect, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

1.6 Rights of Parties Independent

The rights available to the parties under this Agreement and at law shall be deemed to be several and not dependent on each other and each such right shall be accordingly construed as complete in itself and not by reference to any other such right. Any one or more and/or any

combination of such rights may be exercised by a party from time to time and, subject to the provisions of this Agreement, no such exercise shall exhaust the rights of such party or preclude any other party from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

1.7 Schedules

The Schedules annexed hereto form part of and shall be construed in accordance with this Agreement. The following are such Schedules:

- | | | |
|-----|--------------|--|
| (a) | Schedule "A" | BC PAD Program Overview |
| (b) | Schedule "B" | "PAD Program Materials" including the contents of the AED Box and of the Facilitator Box |
| (c) | Schedule "C" | The Powerheart AED G3 Plus |

ARTICLE 2 OBLIGATIONS OF THE PARTIES

2.1 HSFC Obligations

HSFC:

- (a) shall, as soon as possible after the execution of this Agreement, offer to Recipient, free of charge, except as may be incurred in accordance with paragraph 2.2 of this Agreement, one AED Unit and associated AED Accessories as contained in the AED Box, on an "as is" basis, for installation at the Venue ("HSFC's Offer");
- (b) shall, as soon as possible after the acceptance by the Recipient of HSFC's Offer, make necessary arrangements to have the AED Box shipped to the Venue designated by the Recipient;
- (c) shall, as soon as possible after the acceptance by the Recipient of HSFC's Offer, make necessary arrangements to have the Facilitator Box shipped to the Venue as designated by the Recipient, along with a postage prepaid container or box for returning the AED Trainer Units to HSFC at the address provided, one business day after the Venue Orientation Session has been completed, in accordance with this Agreement;
- (d) shall, as soon as possible after the acceptance by the Recipient of HSFC's Offer, facilitate communication between the Recipient and/or the Venue Contact and the BC PAD Program Facilitator to initiate the scheduling of the Venue Orientation Session to be provided to up to six (6) Guests during the Confirmed Placement Window agreed by the Recipient and/or the Venue Contact and the BC PAD Program Facilitator. The Venue Orientation Session shall be provided by one or more BC PAD Program Facilitator;

(e) may, during the operational life of the AED Unit, provide additional materials such as decals, posters and other materials associated with the BC PAD Program for distribution or display by Recipient at the Venue;

(f) shall work with the BC Ambulance Service, to establish a program for the oversight of AED Units placed through the BC PAD Program, which program shall be offered and performed by the BC Ambulance Services and/or other HSFC-approved medical service personnel.

2.2 Recipient Obligations

Recipient:

(a) shall, upon receipt of HSFC's Offer, indicate its acceptance of HSFC's Offer in writing by returning a signed copy of this Agreement by e-mail or as otherwise agreed by the parties;

(b) upon receipt of HSFC's Offer, shall designate a Venue Contact who shall be responsible for the implementation and the performance of the Recipient's Obligations under paragraphs 2.2 and Section 6 of this Agreement on behalf of the Recipient;

(c) upon acceptance of HSFC's Offer, shall take delivery or arrange for the Venue Contact to take delivery of the AED Box on behalf of the Recipient;

(d) upon acceptance of HSFC's Offer, shall take delivery or arrange for the Venue Contact to take delivery of the Facilitator Box on behalf of the Recipient and shall store the unopened Facilitator Box in a secure area for the BC PAD Program Facilitator offering the Venue Orientation Session;

(e) shall become the sole and exclusive owner of each AED Box received from HSFC and installed at the Venue, immediately upon delivery of each AED Box to the Venue;

(f) shall, within one (1) business day following the date the Venue Orientation Session is held at the Venue or at any other appropriate location as agreed with the BC PAD Program Facilitator and the PAD Coordinator, return by overnight courier, or as otherwise agreed by the parties, the AED Trainer Units provided by HSFC, in the labelled and postage prepaid container or box provided by HSFC;

(g) upon delivery of the AED Box to the Venue, shall designate or arrange for the Venue Contact to designate a publicly accessible location within the Venue where the AED Unit will be installed and made available for use by members of the public;

(h) as soon as possible after the delivery of the AED Box to the Venue, shall install or arrange for the installation of the AED Unit in a publicly accessible location within the Venue where the AED Unit will be installed and made available for use by members of the public;

- (i) upon the confirmation of the date for the Venue Orientation Session, shall ensure that Recipient and/or the Venue Contact designates at least one (1) Guest and up to a maximum of six (6) Guests to receive and partake in an Venue Orientation Session;
- (j) upon receiving an e-mail notification from the PAD Coordinator regarding the scheduling of the Venue Orientation Session with the BC PAD Program Facilitator, shall schedule or shall arrange for the scheduling and hosting of the Venue Orientation Session at the Venue or at any other appropriate location as agreed by the parties;
- (k) as soon as possible after the selection of a date for Venue Orientation Session, shall register or shall arrange for the registration of the AED Unit with the B.C. Ambulance Service's Provincial AED Registry;
- (l) shall ensure that Emergency Medical Service providers and the B.C. Ambulance Service's Provincial AED Registry are kept informed of the specific location of the AED Unit within the Venue and/or of any change in the location of the AED Unit installed at the Venue;
- (m) as soon as possible after the delivery and installation of the AED Unit at the Venue, shall, by itself or in consultation with the BC PAD Program Facilitator, work to incorporate the AED Unit into the Venue's emergency response plan(s), as recommended or required;
- (n) shall not assign, transfer or otherwise change the location of the AED Unit within the Venue without first notifying HSFC and the B.C. Ambulance Service, via the B.C. Ambulance Service's Provincial AED Registry.

ARTICLE 3
TRANSFER OF TITLE AND RISK OF LOSS

3.1 Transfer of Title and Risk of Loss of AED Units

Title to the AED Box, including the AED Unit, and risk of loss and/or damage to the AED Box and/or any of its contents, shall transfer to the Recipient and/or to any other legal entity as designated by the Recipient, as the case may be, immediately upon delivery of the AED Box to the Recipient or to the designated Venue.

3.2 Ownership of AED Trainer Units.

For the purpose of clarity, all right, title and interest in and to the AED Trainer Units contained in the Facilitator Box shall remain with HSFC and HSFC's title thereto shall not be impaired by the loan or delivery of the AED Trainer Units to the Recipient, and/or by their use by the Recipient, the Guests and/or the BC PAD Program Facilitators providing the Venue Orientation Session.

**ARTICLE 4
DELEGATION**

4.1 Delegation. Delegation.

The parties agree that Recipient may delegate the performance of any of its obligations under Paragraph 2.2 and/or Section 6 of this Agreement to the Venue or the Venue Contact. Notwithstanding the foregoing, such delegation shall not relieve the Recipient of any of its obligations or responsibilities under this Agreement.

**ARTICLE 5
DISCLAIMER OF WARRANTIES**

5.1 Disclaimer of Warranties.

Notwithstanding any provision of this Agreement, Recipient acknowledges that HSFC is not a manufacturer, supplier or vendor of AED Unit, or any component of the AED Box or the AED Trainer Units and Recipient accepts and takes the AED Box and/or the AED Trainer Units, and each part thereof, "as is", and HSFC makes no representation, warranty or covenant, express or implied, as to any matter whatsoever, including, without limitation, the condition, quality, durability, value, design, operation, suitability, merchantability, or fitness for a particular purpose in any respect whatsoever or as to the absence of latent or other defects, whether or not discoverable, or as to the absence of any infringement of any patent, trademark, copyright or other intellectual property right, as to any obligation based on strict liability in tort or any other representation, warranty or covenant of any kind or character, expressed or implied with respect thereto, and hereby disclaims any such representation, warranty or condition. Recipient specifically waives all rights to make a claim against HSFC for breach of any representation, warranty or condition whatsoever relating to the AED Box, including the AED Unit, the AED Trainer Units, their installation, their use and/or their deployment. In no event shall Recipient have any remedy against HSFC for any actual, incidental, special, consequential damages or other claim, loss, damage or expense caused directly or indirectly by the AED Box, including the AED Unit, the AED Trainer Units, or any deficiency or defect thereof or the installation, operation, use, deployment, storage, maintenance or repair thereof or thereto. Recipient may have rights under the contract evidencing HSFC's purchase of the AED Unit (if applicable) from the manufacturer or vendor. HSFC hereby assigns to Recipient during the Term, for the sole purpose of prosecuting a claim, the benefits of any and all warranties, if any, expressed or implied, with respect to the AED Unit, running from the manufacturer or the vendor of the AED Unit to the Recipient or its assigns, to the extent assignable. The Recipient's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the AED Unit and not against HSFC or its assigns. The Recipient expressly acknowledges that HSFC makes, and has made, no representations or warranties as to the existence or the availability of such warranties of the manufacturer of the AED Unit. This Section 5.1 shall survive the expiration or termination of this Agreement.

ARTICLE 6
MAINTENANCE OF AED UNIT AND TRAINING

6.1 Maintenance of AED Unit

Except as otherwise provided in this Agreement, Recipient, at its sole cost and expense, shall maintain, service and repair the AED Unit and AED Accessories, including AED electrode pads (adult and pediatric): (i) in accordance and consistent with (A) the manufacturer's or supplier's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the manufacturer, supplier or service provider; (B) the requirements of any and all applicable insurance policies, (C) the purchase agreement or supply contract, if any, so as to preserve all of the Recipient's and HSFC's rights thereunder, including all rights to any warranties, indemnities, or other rights or remedies, (D) the requirements of the BC Ambulance Service's Provincial AED Registry; (E) all applicable laws, (F) the prudent practice of other companies or organizations who have installed AED Units on their premises; (ii) without limiting the foregoing, so as to cause the AED Unit to be in good repair, condition and working order and in at least the same condition as when delivered to the Venue, except for ordinary wear and tear resulting despite the Recipient's full compliance with the terms hereof.

6.2 In addition to the foregoing, the Recipient shall,

- (a) ensure that any maintenance, service, repair or software updates to the AED Unit are performed by a qualified person as approved by the AED Unit manufacturer as soon as possible after the Recipient has become aware that the AED Unit is not or may not be operating in accordance with the manufacturer's instructions;
- (b) at its sole cost and expense, shall confirm by conducting regular checks that the AED Accessories that have a shelf life have not expired;
- (c) at its sole cost and expense, maintain on site and during the Term, in close proximity to the AED Unit at least one spare set of AED electrode pads for adults and one spare set of pediatric AED electrode pads, for each AED Unit received by the Recipient and installed at the Venue (which shall be used to replace any electrode pads that have been used or that have expired);
- (d) ensure that AED batteries and AED electrode pads are stored, maintained and replaced in accordance with the AED Unit manufacturer's instructions;
- (e) immediately or as soon as possible after the deployment of an AED Unit, report or shall ensure the reporting of, the deployment of an AED Unit received by Recipient from HSFC to (i) the applicable Emergency Medical Service(s) providers; and (ii) to the B.C. Ambulance Service Provincial AED Registry;

- (f) ensure that any data relating to an AED Unit installed at the Venue is downloaded and sent directly to the BC Ambulance Service as soon as possible after the deployment of the AED Unit in question;
- (g) ensure that any information relating to the number and nature of events where an AED Unit was deployed, and/or where a person's life was saved as a result of the deployment of the AED Unit in question, is shared with HSFC and the B.C. Ambulance Service.

**ARTICLE 7
REPRESENTATION AND WARRANTIES**

7.1 The Recipient represents, warrants and covenants to HSFC that:

- (a) the Recipient is and will at all times remain duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- (b) the execution, delivery and performance by the Recipient of this Agreement are within its powers, have been duly authorized by all necessary corporate action on its part, does not require the approval of any shareholder or holder of any of its obligations except such as have been duly obtained and do not and will not at any time contravene (i) its organizational documents, or (ii) any law, governmental rule, regulation, or order or contractual restriction binding on or affecting it;
- (c) no authorization or approval or other action by any authority is required for the due execution, delivery, and performance by the Recipient of this Agreement;
- (d) this Agreement constitutes the legal, valid and binding obligations of the Recipient enforceable against the Recipient in accordance with its terms;
- (e) there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body to which the Recipient is a party, pending or threatened against or affecting the Recipient nor to the best of its knowledge, is there any basis therefore, wherein an unfavourable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement;
- (f) the AED Unit shall only be used for the Permitted Use and Recipient will not use or permit, or suffer the use of, the AED Unit, the AED Trainer Units or any part or parts therefore for any other purpose.

**ARTICLE 8
PUBLICITY**

8.1 Venue Orientation Session(s). To the extent that HSFC wishes to advertise the occurrence of a Venue Orientation Session at the Venue, the Recipient agrees to participate in one or more press releases issued by HSFC regarding the public announcement that a Venue Orientation Session is taking place at the Venue.

8.2 Success Stories. The Recipient agrees to participate in and contribute to the preparation and issuance of press releases by HSFC (by providing all relevant non-confidential information) following the successful deployment of an AED Unit at Recipient's Venue and any other success stories related to the BC PAD Program.

**ARTICLE 9
INSURANCE**

9.1 The Recipient shall, at its sole cost and expense, take out and keep in full force and effect throughout the Term of the Agreement and any period when it is in possession of the AED Unit(s), commercial general liability on an occurrence basis, including for personal injury, death and property damage, and contractual liability, with limits of liability of not less than \$2 million.

9.2 The Recipient shall be responsible for the payment of all insurance premiums for the insurance policy required by this Section and all deductibles payable under the insurance policy required by this Section.

**ARTICLE 10
INDEMNITY**

10.1 Limitation of HSFC's Liability. Save to the extent that any Claim results from or is contributed to by the gross negligence of HSFC or by the wilful misconduct of HSFC, HSFC shall not be liable or responsible in any way to the Recipient, to the Venue, or to any other Person for, and the Recipient hereby releases HSFC in respect of :

- (a) Any loss or damage to property (including loss of use thereof) of the Recipient, the Venue, or any other Person located in, on or around the Venue, however caused;
- (b) Any injury to the Recipient, the Venue Contact, or any other Person, or any loss or damage suffered to the AED Unit, by reason of the installation of one or more AED Units at a Venue owned, leased or designated by the Recipient, any Orientation Session offered in connection with the use and deployment of an AED Unit, any failure to provide the required or recommended orientation or training for the use of an AED Unit, the use of any AED Trainer Units and/or any AED Orientation Materials, any use and/or

deployment of an AED Unit(s) installed at the Venue, including any failure or malfunction when used and/or when not in use.

10.2 Indemnification of HSFC. The Recipient shall indemnify HSFC and save HSFC harmless from and against any and all Claims in connection with:

- (a) any injury or any loss or damage to property referred to Section 10.1;
- (b) the negligence or wilful misconduct of the Recipient, the Venue Contact, or of any Person deploying or involved in the deployment of an AED Unit received by Recipient under this Agreement and installed at Recipient's Venue;
- (c) the failure of the Recipient to observe and perform any of the Recipient's covenants herein and the Recipient's obligations as set out in this Agreement;
- (d) the breach of a representation or warranty of the Recipient;
- (e) any Claims made by third parties in relation to this Agreement and/or an AED Unit.

In the event HSFC, without actual fault on its part, is made a party to any litigation commenced by or against the Recipient, the Recipient shall protect and hold HSFC harmless and shall pay all costs and expenses incurred or paid by HSFC in connection therewith.

10.3 Release

The Recipient releases and forever discharges HSFC and its employees, agents, officers, directors, representatives, advisors, successors and assigns from and against any and all Claims whether asserted or unasserted, which the Recipient may now have or may hereafter have as a result of, without limitation, any loss, damage or injury to person or to property, howsoever caused, arising out of the use, deployment, storage, installation, maintenance or repair of an AED Unit received by the Recipient and/or the Venue as designated by the Recipient pursuant to this Agreement.

ARTICLE 11
INTELLECTUAL PROPERTY

11.1 As between the parties, each party will at all times be and remain the sole and exclusive owner of its own Intellectual Property existing as of the date of this Agreement.

11.2 The Recipient acknowledges and agrees that HSFC or its licensors is the owner of all right, title and interest, in and/or Intellectual Property, including copyright, in and to the AED Materials, the AED Signs and any additional materials provided by HSFC to Recipient under this Agreement.

11.3 HSFC hereby grants to the Recipient a royalty free, non-exclusive, non-transferable, right and license (without the right to sublicense to others except as otherwise permitted), to use the AED Materials exclusively as an aid to the Venue Orientation Session and/or to promote the Venue as a location for an Venue Orientation Session, the site of an AED Unit sponsored by the BC PAD Program, to display the AED Signs and to distribute additional materials that may be provided by HSFC, in the manner contemplated by this Agreement, for as long as AED Units provided under this Agreement remain installed and operational at the Venue.

11.4 The Recipient shall not have the right to copy, have copied, distribute, modify, create derivative works or otherwise use the AED Materials, the AED Signs and any other additional materials provided by HSFC, or to use any trade-marks owned by HSFC without the prior written approval of HSFC.

ARTICLE 12
TERM AND TERMINATION

12.1 Term. The term of this Agreement shall commence upon the execution of this Agreement and shall continue and remain in effect for three (3) years (the "Term"), unless terminated earlier in accordance with this Agreement.

12.2 Termination for Cause. Either party may terminate this Agreement for material breach by the other upon written notice. The breaching party will have thirty (30) days from receipt of notice to cure such breach. If such breach has not been timely cured, then the non-breaching party may immediately terminate this Agreement upon written notice.

12.3 Termination for Convenience. Either party may terminate this Agreement for convenience by providing at least forty five (45) days prior notice to the other party.

12.4 Effect of Termination. Upon the date of termination,

- (a) the Recipient will immediately advise the BC Ambulance Service Provincial AED Registry that its Venue is no longer an HSFC-approved site for an AED Unit;

- (b) the Recipient shall return to HSFC, at Recipient's sole cost and expense, any remaining AED Orientation Materials, AED Signs and any other additional materials provided by HSFC in connection with the AED Unit under this Agreement;
- (c) the license granted to the Recipient for the use of the AED Materials shall immediately terminate and the Recipient, either by itself or through the Venue, shall no longer have any right to use the AED Materials provided by HSFC;
- (d) to the extent that the Recipient has used any trade-marks owned by HFSC, shall immediately cease any use of such trade-marks and destroy or return any materials, whether printed or in electronic form, created by or for the Recipient and/or the Venue and bearing any HSFC trade-mark;
- (e) the Recipient shall return to HSFC the AED Trainer Units, if not already returned, in accordance with this Agreement;
- (f) notwithstanding any other provision of this Agreement, to the extent that an AED Unit received by the Recipient under this Agreement remains operational, the Recipient shall take immediate steps to have the AED Unit transferred to another HSFC approved-venue or to HSFC for further deployment, by coordinating such transfer with HSFC, the PAD Coordinator and one or more BC PAD Program Facilitators.

12.5 Survival. Notwithstanding the foregoing, any terms and conditions of this Agreement expressly identified, including Section 1, 2.2(l), 2.2(n), 5, 7(1)(f), 9, 10, 11, 12.4 and 13, or that would, by their nature, survive the expiration or termination of this Agreement shall so survive.

ARTICLE 13
GENERAL CONTRACT PROVISIONS

13.1 Notice

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered, sent by facsimile, or by electronic mail, to the party to whom it is to be given at:

- (a) in the case of a communication to HSFC:

[■]

Attention: [■]

Telephone Number: [■]

Facsimile Number: [■]

(b) in the case of a communication to the Recipient:

Address

Attention:

Telephone Number:

Facsimile Number:

or to such other address in the Province of British Columbia as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice delivered or sent by facsimile or by e-mail, shall be deemed delivered on the date of such delivery or transmission if such day is a Business Day and if delivered or transmitted and received prior to 5:00 p.m. on such Business Day, failing which such notice shall be deemed to be delivered on the next Business Day following the date of delivery or transmission.

13.2 Assignment

Except as otherwise provided in this Agreement, the Recipient shall not assign or otherwise transfer this Agreement, or any part hereof, nor delegate any of its duties hereunder, whether by operation of law or otherwise, to any third party without the prior written consent of HSFC.

13.3 Successors and Assigns

This Agreement shall be binding upon the parties hereto and their respective successors, assigns and successors in title.

13.4 Business Day

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

13.5 Further Assurances

The parties agree to execute all additional documentation and perform all further acts as may be necessary to give effect to the terms and conditions of this Agreement.

**[INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]**

13.6 Counterparts

The parties acknowledge and agree that this Agreement may be executed in counterparts and by means of facsimile transmission.

13.7 Construction

The parties acknowledge that ambiguities in this Agreement, if any, shall not be construed strictly or in favour of or against either party, but rather shall be given a fair and reasonable construction.

HEART AND STROKE FOUNDATION OF CANADA

[■]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

I/We have the authority to bind the corporation.