

EXECUTION VERSION

**TECHNOLOGY ACCREDITATION CANADA /
AGRÉMENT EN TECHNOLOGIE DU CANADA
(the “Corporation”)**

UNANIMOUS MEMBERS AGREEMENT

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UNANIMOUS MEMBER AGREEMENT made on March 28, 2014, with effect as of December 30, 2013.

AMONG:

**TECHNOLOGY ACCREDITATION CANADA /
AGRÉMENT EN TECHNOLOGIE DU CANADA**, a
corporation without share capital incorporated under the
laws of Canada,

(the “Corporation”)

- and -

**THE ASSOCIATION OF SCIENCE AND
ENGINEERING TECHNOLOGY PROFESSIONALS
OF ALBERTA**, a corporation without share capital
governed by the laws of the Province of Alberta

(“ASET”)

- and –

**APPLIED SCIENCE TECHNOLOGISTS AND
TECHNICIANS OF BRITISH COLUMBIA**, a
corporation without share capital governed by the laws of
the Province of British Columbia

(“ASTTBC”)

- and –

**THE ONTARIO ASSOCIATION OF CERTIFIED
ENGINEERING TECHNICIANS AND
TECHNOLOGISTS**, a corporation without share capital
governed by the laws of the Province of Ontario

(“OACETT”)

- and –

**SASKATCHEWAN APPLIED SCIENCE
TECHNOLOGISTS AND TECHNICIANS**, a
corporation without share capital governed by the laws of
the Province of Saskatchewan

(“SASTT”)

In consideration of the mutual covenants and conditions hereinafter contained and of other good and valuable consideration (the receipt and sufficiency whereof the parties hereto hereby mutually acknowledge), the parties hereto covenant and agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

Whenever used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set out below:

- (a) "Act" means the *Canada Not-for-Profit Corporations Act* (Canada) and the regulations thereunder as amended or re-enacted from time to time;
- (b) "Agreement" means this agreement and any agreement which is supplementary to or in amendment or confirmation of this agreement;
- (c) "Articles" means the articles of the Corporation and any amendments thereto;
- (d) "Board" means the board of directors of the Corporation;
- (e) "Business Day" means a day other than a Saturday, a Sunday or a holiday; holiday being defined as a day on which banks in Toronto, Ontario are not open for business;
- (f) "By-Laws" means the by-law(s) of the Corporation from time to time in force and effect;
- (g) "Corporation" means Technology Accreditation Canada and its successors;
- (h) "Director" means a member of the Board;
- (i) "Fundamental Change" means:
 - (i) any conversion of the Corporation into a share capital corporation;
 - (ii) any sale of the assets of the Corporation as an entirety or substantially as an entirety;
 - (iii) the acquisition by the Corporation of substantially all of the assets of any other business; or
 - (iv) any change in the business or operations of the Corporation which differs fundamentally from the report of the Canadian Standards

Association entitled “Canadian National Accreditation Program for Technicians and Technologists”.

- (j) “herein”, “hereof”, “hereby”, and other like expressions refer to this Agreement as a whole and not to any particular provision hereof;
- (k) “Member” means a PPA which has been admitted as a member of the Corporation in accordance with this Agreement and the By-laws;
- (l) “Membership” means membership in the Corporation as a Member;
- (m) “Ordinary Resolution” means a resolution passed by a simple majority of Members, or a resolution in writing signed by not less than such majority of Members, provided that where the Act requires all Members to sign, any such resolution given in writing shall be signed by all Members;
- (n) “person” includes an individual, a trust, a corporation and a partnership;
- (o) “PPA” means a provincial professional association governing engineering and applied science technicians and technologists;
- (p) “Special Resolution” means a resolution passed by a majority of not less than three-quarters of the Members, or a resolution in writing signed by not less than such majority of Members, provided that where the Act requires all Members to sign, any such resolution given in writing shall be signed by all Members;

1.02 Extended Meanings

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa.

1.03 Entire Agreement, etc.

This Agreement sets forth the entire agreement among the parties hereto pertaining to the subject matter hereof and their relationship as Members and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto relating to their relationship as Members and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.04 No Status Created

Except as expressly provided herein, nothing contained in this Agreement shall be deemed in any way or for any purpose to constitute any Member a partner or agent or legal representative of the other Member in the conduct of any business or otherwise or a member of a joint venture or joint enterprise with the other Member or to create any fiduciary relationship between or among any of them.

1.05 Jurisdiction

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties agree to be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters arising herein.

1.06 Currency

References herein to money or to currency mean lawful money of Canada and all moneys due or to be paid hereunder shall be paid in lawful money of Canada.

1.07 Headings and Table of Contents

The table of contents and Article and Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

ARTICLE 2 PURPOSE AND SCOPE

2.01 Compliance

Each Member shall vote and act as a member of the Corporation, and in all other respects use its best endeavours so as to cause the Corporation to comply with and act in a manner contemplated by the provisions of this Agreement, the Articles, and the By-Laws and so as to implement the provisions hereof and thereof.

2.02 Provisions Reasonable

Each of the parties hereto agrees that any provision of this Agreement which restricts the activities of or imposes obligations on the Corporation or such party hereto is reasonable.

ARTICLE 3 MANAGEMENT AND OPERATION OF THE CORPORATION

3.01 Matters Requiring Member Special Resolution

Neither the Board nor any committee thereof shall have the authority to make a decision with respect to any matter listed in this Section 3.01 (“Special Resolution Matters”)

unless the authority to make such decision has been granted to the Board or such committee by Special Resolution. The following are the Special Resolution Matters:

- (a) admission of any new Members to the Corporation;
- (b) making, amending or repealing the By-Laws or amending Articles or other like constating documents of the Corporation or this Agreement;
- (c) a change in the number of Directors to be elected at any meeting of the Members;
- (d) the removal of a Director before the expiration of the Director's term of office, save and except in accordance with Section 3.03 hereof;
- (e) adoption of rules governing the criteria and requirements for the admission of persons as Members, including any revisions thereto;
- (f) commencement of any proceedings for the dissolution, winding-up or termination of the corporate existence of the Corporation;
- (g) the selection of accreditation standards to be used, in whole or in part, by the Corporation;
- (h) implementation of a Fundamental Change; and
- (i) a change to the annual Membership dues.

3.02 Accreditation Standards

- (a) The Corporation shall use the National Technology Benchmarks as the standards on which the Corporation will grant accreditation, until a Special Resolution is passed in accordance with Section 3.01(g).
- (b) Each party agrees that any future accreditation standard in which copyright is owned by (in whole or in part), or is licensed by any one or more parties hereto and that is used by the Corporation for purposes of accreditation is to be licensed to the public by such party or parties under a public copyright licence that grants to every person a worldwide, royalty-free, non-sublicensable, non-exclusive license to use, reproduce, display, distribute, disseminate or otherwise make available to the public such future accreditation standard for any purpose, except a commercial for-profit purpose primarily intended for or directed towards commercial advantage, although recovery of incurred costs shall be permitted under such licence.
- (c) The parties hereby agree to do all acts and execute and deliver all documents that at any time and from time to time may be required to carry out the intention referenced in subsections 3.02(b) above.

3.03 Indemnification with respect to Accreditation Standards

- (a) Each of ASET, ASTTBC, OACETT and SASTT agree to indemnify and hold harmless the Corporation and each of its directors, officers, employees and other representatives from time to time (each an “**Indemnified Party**”) and the heirs, successors and legal representatives of each Indemnified Party, from and against any and all damages, liabilities, costs, charges or expenses suffered or incurred by such Indemnified Party (or its, his or her heirs, successors or legal representatives) resulting from the use by the Corporation of the National Technology Benchmarks or any other accreditation standard previously used, currently used or, subject to being authorized by the Members pursuant to Section 3.01(g), used in the future by the Corporation. Each of ASET, ASTTBC, OACETT and SASTT shall pay the following percentage of any amount owing pursuant to a successful indemnity claim:
- (i) OACETT – 46.5%
 - (ii) ASET – 34%
 - (iii) ASTTBC – 15.3%; and
 - (iv) SASTT – 4.2%.

3.04 Directors

From the date hereof until the date which is the earlier of the completion of the pilot project and January 1, 2015 (the “Transition Date”) the directors of the Corporation shall be Martine Band, Bernard Cecil, Salvatore DiGiandomenico, Frank Veresh, Grant Lachmuth, Peter Portlock and Ronald Walker. From and after the Transition Date, each of the Members agree that the Board of Directors shall consist of not more than nine persons consisting of:

- (a) one nominee of each of ASET, ASTTBC, OACETT and SASTT (the “Original PPAs”);
- (b) a maximum number of nominees as set out below, of Members other than Original PPAs (the “Additional Members”) selected by such Additional Members by Ordinary Resolution:

	Number of Nominees
If there is one Additional Member	1
If there are two Additional Members	2
If there are three or more Additional Members	3

and,

- (c) two directors representing academia and/or industry selected by the Members by Special Resolution.

3.05 **Removal and Change of Directors**

- (a) If a Member desires to remove a Director who is such Member's nominee before the expiration of such Director's term of office, the other Members will co-operate with such Member to do so.
- (b) If any such nominee of a Member shall cease to hold office as a Director, the other Members agree that they will co-operate with the Member whose nominee has ceased to hold office as a Director to replace such nominee with another nominee selected by such Member.
- (c) In the event that the Members determine, in their sole and absolute discretion, that it is in the best interests of the Corporation that a Member's nominee should not continue in office, the Members may, by Ordinary Resolution, remove a nominee of any Member as a Director. In the case of any such removal, the Member whose nominee has been removed shall be entitled to nominate a different individual and the Members will co-operate with such Member to elect such different individual as a Director. Each Member agrees that in selecting a nominee, the Member shall select an individual with the appropriate skill set and time availability appropriate for the Board.

3.06 **Chair**

Each of the Members agrees that the Chair of the Board shall be a Director selected by Special Resolution.

3.07 **Members to Keep Information Confidential.**

Each Member hereby covenants and agrees with the Corporation and the other Members that it will not disclose any confidential information relating to the Corporation or any work carried on by the Corporation. The foregoing shall not apply to:

- (a) disclosure of information which
 - (i) was or is in the public domain,
 - (ii) was known to the person to whom it was disclosed prior to its disclosure to such person,
 - (iii) is required to be disclosed in connection with any court action or any proceeding before a governmental regulatory or administrative body or in connection with securing any approval or consent required therefrom, or

- (iv) becomes information generally available to the public through any act or failure to act on the part of the Corporation; or
- (b) disclosure of information by any Member to any person if:
 - (i) the Member obtains the prior written approval of the other Members to the making of such disclosure, and
 - (ii) the Member obtains from the person to whom such disclosure is made a written agreement that such person will not disclose such information to any other person or use such information for any purpose other than the purpose for which it was disclosed.

3.08 Annual Audited Financial Statements

The Corporation shall send to Members annual audited financial statements in accordance with generally accepted accounting principles applicable to the Corporation no later than 90 days following the end of the fiscal year. The Corporation shall also provide such other reports and information requested by the Members by Ordinary Resolution.

ARTICLE 4 MEMBERSHIP

4.01 Restrictions on Transfer

No Member shall transfer its Membership.

4.02 Member Qualification

The Members are limited to PPAs.

ARTICLE 5 ARBITRATION

5.01 Arbitration

If there is a dispute arising out of the terms of this agreement which cannot be resolved by the parties hereto, the following principles shall apply:

- (a) Upon written demand of any party to this Agreement who is a participant in a dispute with any other party to this Agreement arising out of the terms of this Agreement (each a “Disputing Party”), representatives of each Disputing Party shall meet and attempt to appoint a single arbitrator. If the Disputing Parties shall fail to appoint an arbitrator within ten (10) days after such demand, then upon written application by either party such arbitrator shall be appointed by any judge of the Ontario Superior Court of Justice.

- (b) The arbitrator so chosen shall proceed immediately to hear and determine the question or questions in dispute amongst the Disputing Parties. The decision of the arbitrator shall be made within forty-five (45) days after his appointment, subject to any reasonable delay due to unforeseen circumstances. If the decision of the arbitrator is not made within forty-five (45) days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances, then any Disputing Party may elect to have a new arbitrator chosen in like manner as if none had previously been selected.
- (c) The decision of the arbitrator shall be drawn up in writing and signed by the arbitrator and shall be final and binding upon the Disputing Parties as to any question or questions so submitted to arbitration.
- (d) The compensation and expenses of an arbitrator (unless otherwise determined by the arbitrator) shall be borne equally by the Disputing Parties.
- (e) The *Arbitration Act, 1991* (Ontario) shall apply to all arbitrations conducted hereunder, and whenever there is a conflict between the provisions of the *Arbitration Act, 1991* (Ontario) and this Article 6, the *Arbitration Act, 1991* (Ontario) shall apply.

ARTICLE 6 GENERAL

6.01 Communications

Any notice or document required or permitted by this Agreement to be given to a party hereto shall be in writing and is sufficiently given if delivered personally, or if transmitted by fax to such party addressed as follows:

- (a) to the Corporation at:

Technology Accreditation Canada
10 Four Seasons Place, Suite 404
Toronto, Ontario
M9B 6H7

Attention: Barbara Chappell, Executive Director
Fax No.: 416-621-8694

- (b) to any Member at its address in the register of members of the Corporation.

A notice, communication or document so delivered shall be deemed to have been given when it is delivered personally or at the address aforesaid. A notice sent by fax shall be deemed to have been given one (1) Business Day after the day it is sent.

6.02 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other parties or circumstances.

6.03 Assignment

This Agreement is not assignable by any party to this Agreement. This Agreement shall bind and benefit the respective parties hereto and their successors.

6.04 Counterparts

This agreement may be signed in one or more counterparts and delivered by fax or email, all of which when signed by all of the parties hereto shall be deemed to be one and the same agreement.

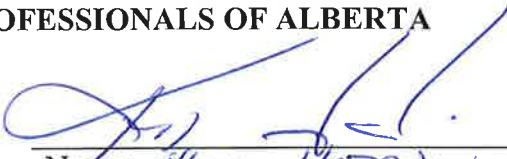
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Unanimous Members Agreement as of the date first written above.


**TECHNOLOGY ACCREDITATION CANADA /
AGRÉMENT EN TECHNOLOGIE DU CANADA**

By: 
Name: Martine Lord
Title: Chair


**THE ASSOCIATION OF SCIENCE AND
ENGINEERING TECHNOLOGY
PROFESSIONALS OF ALBERTA**

By: 
Name: KEVIN HARRISON
Title: AEST PRESIDENT

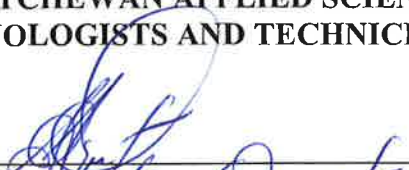
**APPLIED SCIENCE TECHNOLOGISTS AND
TECHNICIANS OF BRITISH COLUMBIA**

By: 
Name: DAVID RUTHERFORD
Title: PRESIDENT

**THE ONTARIO ASSOCIATION OF CERTIFIED
ENGINEERING TECHNICIANS AND
TECHNOLOGISTS**

By: 
Name: STEPHEN MORLEY
Title: PRESIDENT

**SASKATCHEWAN APPLIED SCIENCE
TECHNOLOGISTS AND TECHNICIANS**

By: 
Name: Steve Oquist
Title: President