

# TRAINING CONTRACT

READ, COMPLETE, SIGN, AND RETURN THIS CONTRACT.

I confirm that I am a candidate in the Chartered Professional Accountants Professional Education Program (“program”), currently being delivered by the CPA Western School of Business (“the regional/provincial body”), hereby agree to the following terms and conditions.

I acknowledge that the CPA Western School of Business is currently offering the Professional Education Program on behalf of Chartered Professional Accountants of Canada (“CPA Canada”). *And I further acknowledge that, if a new CPA educational body is established in this region/province, these terms will carry over to the new body.*

## CPA LEARNING MATERIAL

As the material in the program (“material”) is proprietary to CPA Canada and/or the regional/provincial body, I agree to only use the module contents and reference materials as a candidate in the program. I acknowledge that providing to other parties, including coworkers, a copy of, or access to, such materials is strictly prohibited and illegal, and will result in serious penalties, including, but not limited to, possible expulsion from the profession and legal action.

I agree to restrict my use of the material to CPA program tasks and activities. I understand that I may not use the Desire2Learn network (“network”) for anything other than program tasks and activities. I will not use the material for any unauthorized or illegal purposes, to infringe the rights of a third party, or to interfere with or disrupt the network. Such disruptions include: distribution of unsolicited advertising or chain letters; defamatory, libellous, or offending content (such as pornography or hate material); propagation of computer worms and viruses; and use of the network to enter, or attempt to enter, another network machine to which I do not have authorized access.

I agree to not sell, rent, lease, lend, or otherwise distribute the regional/provincial body or CPA Canada learning materials or derivative works of the regional/provincial body or CPA Canada learning materials (collectively, the “Learning Materials”) on a standalone basis or as part of a collection, or as part of any product or service for resale, unless I have previously specifically licensed such rights from the regional/provincial body or CPA Canada or the owner of the applicable software product in accordance with the agreement relevant to that product.

## PRIVACY

I consent to CPA Canada and/or the regional/provincial body collecting, using and disclosing my personal information and my live or recorded image (collectively “personal information”) as reasonably required for the purposes of: (a) administering my candidacy or role as a candidate, as applicable, in the program; (b) from time to time implementing the requirements of the program (for example, the disclosure, with my knowledge, of my live or recorded image to fellow candidates, as filmed or recorded by me or my fellow candidates in connection with performance and/or video projects required by a program module); and (c) and conducting statistical analysis, on an anonymous basis, of candidates and students in connection with their application to and participation in the program (the “Purposes”).

The file containing my personal information will be made available to the authorized employees, contractors or agents of CPA Canada and/or the regional/provincial body who need to access the personal information in connection with the Purposes. My personal information will be held primarily in an electronic database. I have certain rights to access and rectify the information contained in the file held about me and in order to exercise these rights, or if I have any questions, comments or concerns about this consent I may contact.

I additionally acknowledge and agree that: (a) from time to time in connection with the program I may collect, use and disclose my fellow candidates’ personal information, and similarly, my fellow candidates may collect, use and disclose my personal information, in each case only with my knowledge and as reasonably required for the purpose of my and their participation in the program (again, for example, in connection with the voluntary disclosure to fellow candidates of one or more candidates’ live or recorded image in connection with performance and/or video projects required by a program module); and (b) I will not otherwise collect, use or disclose the personal information of my fellow candidates without their prior consent.

## DISCLAIMER

I understand that the regional/provincial body and CPA Canada expressly disclaim any warranty for the Learning Materials. The Learning Materials and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising from or in connection with the use or performance of the Learning Materials remains with myself as the candidate of the program.

I will not, in any event, hold the regional/provincial body, CPA Canada, or its suppliers liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, the Learning Materials of any regional/provincial body and/or CPA Canada product, even if the regional/provincial body or CPA Canada has been advised of the possibility of such damages. As some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation would not apply to candidates in those regions.

## PLAGIARISM

Plagiarism is a breach of professional conduct. Plagiarism is theft, as it involves claiming the ideas or writings of another as one's own. Plagiarism is a serious offence that breaches a Chartered Professional Accountant's core values of integrity and professionalism.

I understand that plagiarism is not tolerated by the regional/provincial body or by CPA Canada, and may result in severe disciplinary actions by any of these organizations.

I understand that I am responsible for any files or templates that I produce as a result of working in the program. I will not lend or give these files or templates to any other candidate/student, prospective candidate/student, or to any other individual.

I understand that I may be held responsible if I participate in another candidate's/student's plagiarism.

I acknowledge and agree that: (a) I will give credit to the author or source of any materials that I have used during my research; and (b) I will provide only original submissions (for greater certainty, including all written materials and images), to the regional/provincial body and/or CPA Canada for all program assessments (the "Submissions"). I acknowledge that breach of (a) or (b) above may lead to me being subject to disciplinary actions or other legal action by the regional/provincial body and/or CPA Canada, including, but not limited to, my expulsion from the program or from the profession.

As the submitter of Submissions (the "Submitter"), I hereby grant the regional/provincial body and CPA Canada the absolute right and permission and a royalty-free, non-exclusive, worldwide, unrestricted, irrevocable, sublicensable and transferable license to re-use, publish, display, produce, reproduce, modify, alter, edit, distribute, publish, transmit, broadcast or otherwise use and make available Submissions in whole or in part on any media whether now known or hereinafter devised in perpetuity, for the purpose of conducting the program and conducting the program assessments, in each case without further compensation for or notice to myself and, in the case of visual submissions, including the live and recorded images of other individuals (including fellow candidates) (the "Subjects"), for and to such Subjects.

I hereby: (a) expressly waive any moral rights in the Submissions; (b) both as the Submitter of my Submissions, and as the possible Subject of the submissions of other candidates, I (and my successors) expressly waive any rights that may exist regarding the Submissions, including the right to make any Claim (as hereinafter defined); and (c) release and forever discharge CPA Canada, the regional/provincial body, their respective officers, directors, employees, agents and affiliates, and each other person, fund and entity related to any of the foregoing (including, without limitation, the Board of Examiners) (collectively, the "Releasees") of and from all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever (collectively the "Claims") which I (and my successors) may now or hereafter have in connection with the Submissions (including without limitation, in the case of any recordings, as a result of any visual or aural distortion, blurring, or alteration, optical or electronic illusion, or use in composite form, either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of any finished product).

## SOFTWARE

I acknowledge that all software, for example Desire 2 Learn, Virtual Professional Library, other software, provided to me by the regional/provincial body and CPA Canada (“software”) is solely for use in the program.

I understand that the software are to be used solely as a resource tool for the program, and not for any other purpose.

I will not copy or provide access to, nor permit to be copied, any software that I have been provided.

The regional/provincial body and CPA Canada realize that I may be using more than one computer during the course of my studies, and permit me to copy the software onto more than one computer for the purpose of my participation in the program.

Once I have completed my studies in the program, I agree to uninstall the software from my computer, and from any other computers onto which I have copied it.

I will not load the software onto a workplace computer without the express permission of a person authorized by my employer. I am responsible for ensuring that I do not violate my employer's policies with respect to use of workplace computers.

## SECUREXAM

Securexam is lockdown software developed for CPA Canada by Software Secure, Inc., a third-party software development company. Securexam is designed to allow individuals to use computers that are compliant with the requirements in the User Guide (as hereinafter defined) for reference and calculation, and to input responses for electronic submission while effectively disabling all other functionality on the applicable computer. Responses are encrypted and saved automatically. During the examination, Securexam encrypts and saves my responses to a USB key and to the Computer, and leaves security files on my laptop. CPA Canada has accepted the Securexam software for use during its examinations and has found that it performs satisfactorily for such use.

I acknowledge that I am required to use a pre-determined PC-based laptop computer (“the Computer”) to write the CPA Canada examinations. I understand that I will be required to preload and test Securexam, which includes two PDF infobases (the CPA Standards and Guidance Collection and the Federal Income Tax Collection). Securexam will be provided, or otherwise made available, by CPA Canada. I understand that the Computer must satisfy the hardware and software requirements described in the current Securexam User Guide and related documentation (collectively, “User Guide”).

I acknowledge that I and, if other than myself, the owner of the Computer to be used for the examination and on which Securexam will be installed, consent to the installation of Securexam on such Computer, and to its use by me prior to, during, and following the examination in the manner contemplated in this agreement, the User Guide, and in the rules established by CPA Canada.

I acknowledge that, before writing the examination, I must review the applicable User Guide, which provides detailed instructions on the use of Securexam. I will be required to install and test Securexam on the Computer. On completion of such tests, Software Secure, Inc. will confirm, in the manner set out in the User Guide, that the Securexam software is operating properly on the Computer.

I agree to take all necessary steps, including, but not limited to, working with the regional/provincial body, CPA Canada, and Software Secure, Inc. to ensure that any Securexam issues are resolved prior to an examination.

I understand that I will be given a USB key for such use in each examination and that I must submit the USB key to the examination monitors immediately following the examination or be subject to fees related to non-submission.

If, at any time during an examination, my laptop ceases to recognize the USB key provided, I will be given the option to continue writing the examination on my laptop or to handwrite the remaining portion of the examination. If I wish to continue the examination on my laptop, I understand that there are risks involved with continuing the examination without a USB key as an external back-up. Should I wish to continue the examination without a USB key, I will be required to sign a waiver stating that I understand the risks as stated below.

Securexam creates back-up files and saves them in three locations: Two on the hard drive and one on the USB key. Securexam saves files on the hard drive every minute and on the USB key every five minutes. If the USB key fails, the examination can be recovered from the hard drive. However, if a candidate continues the examination without a USB key and the hard drive crashes, the examination will not be recoverable. I am aware of this risk and understand that no accommodation will be provided in this type of situation. CPA Canada will only be able to mark the portion of the examination that can be recovered from the USB key or directly from the laptop.

I will not hold CPA Canada or any other party liable if the examination is not recoverable from the USB key or my laptop.

I further acknowledge that I am required to submit the backup encrypted files from my hard drive to Software Secure, Inc. within three hours of the end of the examination. I am further required to maintain these files on my hard drive for one month following the examination.

In the unlikely event that I experience irresolvable software or hardware problems during an examination, I acknowledge that my responses will be retrieved, unencrypted, and printed, and I will complete my answers by hand, and that additional time may be allowed. I further understand that, if my saved responses are irretrievable during the examination, I will be permitted to restart the exam and will be allowed additional time in which to do so.

I agree that any problems or difficulties that I encounter with the Computer will not be grounds for appeal of my examination results to the Board of Examination.

I agree that I will not attempt to modify Securexam or to circumvent (including, without limitation, by modifying the Computer) any of the processes or restrictions in the software, and I will not permit any third party to do any of the foregoing.

I agree that neither I nor, if other than myself, the Computer's owner, will bring any Claim against the Releasees or Software Secure, Inc. or its respective officers, directors, employees, agents, and affiliates, or any other person, fund, or entity related to any of the foregoing with regard to the installation, testing or use of Securexam. I further indemnify and hold harmless the Releasees in connection with any Claims made by the Computer's owner.

I acknowledge that the Releasees will have no responsibility with regard to the Computer or its use in connection with the examination.

I confirm that my agreement to the above terms means that I (and, if other than myself, the owner of the Computer) am foregoing any Claim to damages arising from the installation and use of Securexam, and that I will not bring any Claim against any of the Releasees (described above) in any court for any such Claim.

*Note: It is very important to understand that the Releasees are only allowing you to write the examination based on this agreement. Should you attempt to bring any Claim against any of the Releasees, this agreement would be sufficient grounds for the summary dismissal of your Claim.*

## CPA CANADA EXAMINATION MATERIALS

I understand that all written examinations are the property of CPA Canada, and are under the exclusive custody and control of CPA Canada. CPA Canada has the exclusive authority to determine the contents, use, retention, disposition, and disclosure of this examination material. Candidates do not have direct access to any examinations once they are written, and will not, at any time, have access to the examination questions, examination marking keys, or any other marking materials for a non-disclosed examination.

I hereby agree that I will maintain the confidentiality of the CPA Canada examination. In addition, I agree that I will not:

Divulge the specifics of any CPA Canada examination question or answer under any circumstances, other than following the examination to another candidate who has already sat the same examination;

Obtain or use answers or information from, or give answers or information to, another candidate or person during the sitting of the examination;

Refer to unauthorized material or use unauthorized equipment during the examination; or

Remove or attempt to remove any regional/provincial body or CPA Canada examination materials, notes, or any other items, from the examination room.

I further agree to report to the regional/provincial body or CPA Canada any situations in which there is a material risk of compromising the integrity and confidentiality of the examination.

I affirm that I have had the opportunity to read the Writing Centre Rules, and I agree to all of its terms and conditions. I understand that I need to review the most recent version of the Writing Centre Rules prior to each

examination, and agree to be responsible for such review of and compliance with the Writing Centre Rules for the duration of my participation in the program.

## AGREEMENT

I understand that failure to comply with this agreement may result in, without limitation, the invalidation of my grades, disqualification from future examinations, expulsion from the profession, and possible legal action.

I have read and understood all of the above information and policies, and agree to be bound by these terms. I understand that this agreement is valid for the entire duration of my participation in the program. I further understand that there may be changes to program policies and tools, and that I am responsible for ensuring that I am up-to-date on all changes that are published on the learning management system or by the regional/provincial body or by CPA Canada for candidate reference.

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Signature of candidate\*

Date

\* Note, electronic confirmation of this Training Contract at the time of module or exam registration will be accepted as the candidate's acceptance of the terms and conditions of this Training Contract.