



## Education Quality Assurance

# Policy & Procedures Manual

### Introduction

Education Quality Assurance (EQA) is British Columbia's brand for quality post-secondary education. The EQA designation provides a standard brand that can be recognized worldwide as an assurance of quality. EQA reduces any confusion caused by the various quality assurance processes available in British Columbia for the different types of post-secondary institutions. EQA is a voluntary mechanism available to all eligible public and private post-secondary institutions in British Columbia. Designation is based on an institution having met or exceeded existing quality assurance standards, and being in good standing with both the Ministry and the applicable quality assurance body(ies).

### Roles & Responsibilities

The Ministry of Advanced Education and Labour Market Development (the Ministry) has contracted with the BC Council for International Education to act as the EQA Administrator on government's behalf. The Ministry has responsibility for determining the quality assurance standards that are required for EQA designation eligibility. The Ministry is also responsible for establishing and determining issues of policy relating to EQA. The EQA Administrator will manage the EQA program in accordance with these policies. The EQA Administrator will grant EQA to an institution only if it meets the eligibility requirements determined by the Ministry. Eligibility for EQA will also depend on applicant suitability, as determined by the Minister

The EQA brand consists of provincial certification marks. These marks, and the terms of their use by institutions, are set out in Appendix 2 to this Manual. All institutions applying for EQA designation must agree to comply with these terms of use.

The EQA Administrator will ensure the appropriate systems are in place to effectively manage application processes, collection of fees, brand use and a registry of EQA designated institutions.

The EQA Administrator can be reached at:

Education Quality Assurance Office  
BC Council for International Education  
Suite 603 – 409 Granville Street  
Vancouver, BC V6C 1T2

Telephone: 604-637-6763  
Facsimile: 604-637-6765

e-mail: [bceqa@bccie.ca](mailto:bceqa@bccie.ca)  
website: [www.bceqa.ca](http://www.bceqa.ca)

## **Eligibility**

An institution is eligible for EQA if it:

- is a British Columbia post-secondary institution;
- meets the quality assurance standards determined by the Ministry; and
- is in good standing with both the Ministry and those body(ies) responsible for managing the accepted quality assurance standards.

In addition to these institutional requirements, the Minister will determine whether an applicant is suitable to hold the EQA designation.

See Appendix 1 for detailed information on the above eligibility requirements for EQA. Any questions relating to eligibility requirements not covered in Appendix 1 will be referred to the Ministry for consideration and a decision on EQA eligibility.

## **Collection of Institutional Information**

The EQA Administrator will not collect any personal information (as defined by the *Freedom of Information and Protection of Privacy Act*) relating to the institution's business owner(s) or students. As part of the EQA application process, the EQA Administrator will collect only non-personal information relating to the post-secondary institution.

As one of the conditions for use of the EQA brand, the EQA Administrator will collect institutional profile information that may be used for research, reporting or statistical purposes, as it relates to the: administration of EQA; use of the EQA brand; and marketing of EQA institutions. This information will not be publicly used in any way that would identify an institution.

## **Application**

EQA is a voluntary designation. Institutions interested in becoming EQA designated will submit an application to the EQA Administrator. Applications will be available electronically on the EQA website (or available, on request, in paper format from the EQA Administrator). The application has 3 parts that must be completed in full and submitted to the EQA Administrator. The 3 parts include: EQA Designation Form; Permission to Use EQA Brand; and, Institutional Profile Information Form.

The EQA Administrator will be responsible for receiving applications and associated fees; reviewing applications; confirming EQA eligibility; granting EQA designation; and granting permission to use the EQA brand.

Review of EQA applications will include contact with the recognized quality assurance body(ies) and the Ministry to ensure eligibility requirements have been met, prior to EQA being granted to an institution.

EQA applications will be processed in the order received. If an application is complete, and the necessary fees have been submitted, EQA eligible institutions can expect to be granted EQA designation within four weeks. This time frame is approximate and may fluctuate depending on the number of applications received.

If the submission is incomplete or missing required information, the EQA Administrator will return the submission to the institution with a written explanation. The application fee is non-refundable and will not be returned with incomplete applications. If the incomplete application is completed and re-submitted within 30 days, no additional application fees will be required. However, a new application fee will be required if the application is re-submitted later than 30 days after it was returned to the institution.

The EQA Administrator will provide written confirmation to institutions indicating they have been granted EQA designation and have permission to use the EQA brand. Institutions not granted EQA designation will be advised in writing of the reasons for that determination.

Designation decisions are not subject to appeals or reconsiderations.

### **Maintaining EQA Designation**

Institutions that continue to meet EQA eligibility requirements will be granted permission, on an annual basis, to retain their EQA designation and use of the EQA brand. In order to maintain EQA designation, institutions will be required to submit updated institutional profile information and the annual EQA designation fee.

Institutions will receive a notice advising them about the requirements for maintaining EQA designation and an invoice from the EQA Administrator 60 days prior to the annual designation anniversary date (May 1 of each year). The notice will indicate that the annual Updated Institutional Profile Form and EQA Designation Fee are due by March 31.

Receipt of payment and submission of updated profile information by May 1 indicates the institution's intention to maintain EQA designation and continued acceptance of the terms and conditions for use of the EQA brand. Institutions that do not submit payment and/or updated institutional profile information on or before May 1 will be contacted by the EQA Administrator to confirm their intent to let their EQA designation and permission to use the EQA brand lapse. Institutions choosing to let their EQA

designation lapse will receive written confirmation from the EQA Administrator indicating that they are no longer EQA designated and must discontinue use of the EQA brand. The applicable quality assurance body(ies) will be copied on this communication.

If payment of fees is received, but unable to be processed due to insufficient funds, the EQA Administrator will contact the institution in writing to advise of the non-payment issue and to provide the institution with 14 days to resolve the issue. If the non-payment issue is not resolved within that time, the institution's EQA designation and permission to use the EQA brand will lapse.

If there are any concerns with the institution continuing to meet the quality assurance standards of the applicable quality assurance body(ies), the concerns and any issues affecting EQA designation will be dealt with as expeditiously as possible at the time the concerns arise and will not be left for review during the annual renewal process.

Although public post-secondary institutions will not be invoiced or required to submit annual renewal fees, they will be required to provide updated institutional profile information by the May 1 annual designation date in order to maintain their EQA designation and continue to meet the conditions of use of the EQA brand.

## **Fees**

EQA fees are:

- application fee, \$300
- annual designation fee, \$1,500

EQA fees are payable by cheque, money order or online by credit card (VISA, MasterCard, AMEX). Receipts will be given for all payments made.

The application fee of \$300 is due at the time of application and is non-refundable. If an application is returned to an institution as incomplete, the institution may complete and re-submit the application within 30 days, and no additional application fees will be required. If the application is re-submitted later than 30 days after it was returned, a new application fee will be required.

Annual designation fees being paid by institutions with EQA designation are due on the annual designation anniversary date of May 1 of each year and are non-refundable.

On initial application for EQA designation, institutions will pay a pro-rated amount of the annual designation fee for the portion remaining of the current designation year. The pro-rated amount will be \$125 per month from the time designation is granted to the annual designation anniversary date of May 1. For example, if an institution is granted designation as of February 1, the annual designation fee for the first year of designation would be pro-rated at 3 months (\$375). The pro-rated fee is payable at the time of initial application.

If an institution submits an application and is not eligible for EQA designation, the annual designation fee (or pro-rated amount) will be returned to the institution.

Public post-secondary institutions, as publicly funded entities, are exempt from paying EQA application or annual designation fees.

Institutions are responsible for understanding EQA eligibility requirements before making an application and submitting any required EQA fees.

## **Monitoring**

The EQA Administrator will be responsible for monitoring activities and maintaining strong communication links with the appropriate quality assurance body(ies) to ensure EQA designated institutions remain in good standing and continue to be eligible for EQA designation. This includes having processes in place with the Ministry and recognized quality assurance bodies to ensure any change in status of an EQA institution, such as suspension, StudentAid BC de-designation, or other loss of good standing, is communicated to the EQA Administrator in a timely manner.

If any concerns arise through the EQA Administrator's monitoring activities, or by any other means, the EQA Administrator will immediately contact the applicable regulatory or quality assurance body(ies) and the Ministry with details. The applicable quality assurance body(ies) will be responsible for dealing with issues relating to false or misleading advertising or concerns that an institution may be in contravention of the applicable requirements of that body. The EQA Administrator will take steps relating to brand misuse as indicated in the "Brand Use" section below.

In instances of an individual contacting the EQA Administrator to make a complaint about an institution with EQA designation, the EQA Administrator will refer the individual to the appropriate quality assurance body(ies) for action.

## **EQA De-designation**

Institutions may choose to have their EQA designation discontinued at any time by advising the EQA Administrator in writing or by not renewing their designation on the annual designation anniversary date (May 1). This will be considered voluntary de-designation.

Institutions will be de-designated if they no longer meet the eligibility requirements set by the province and/or are not in good standing with the Ministry or the applicable quality assurance body(ies). This will be considered non-voluntary de-designation.

The EQA Administrator will take steps to ensure de-designated institutions have discontinued their use of the EQA brand.

Institutions that have been de-designated may re-apply for EQA designation once they meet EQA eligibility requirements.

### **EQA Brand – Use**

Institutions require the permission of the EQA Administrator in order to use the EQA brand. Only institutions that have been granted EQA designation will be given permission to use the EQA brand.

Use of the brand is restricted to British Columbia institutions with EQA designation, as determined by the EQA eligibility requirements set out in Appendix 1 of the Policy and Procedures Manual.

EQA designated institutions may not use the brand in relation to any program or education that is offered in the following way:

- by branches or campuses of the institutions that are located outside of British Columbia;
- as part of a partnership or affiliation agreement with any institution that is not a British Columbia institution; or
- as part of a partnership or affiliation with a British Columbia institution that does not have EQA designation.

Institutions must use the EQA brand in compliance with the technical parameters set by and provided by the EQA Administrator.

Institutions with permission to use the EQA brand are responsible for maintaining and making available to the EQA Administrator on request, any and all records, and/or copies of material, relating to use of the EQA brand. This may include, but is not limited to, advertising; institution promotional material or pamphlets; institutional forms, contracts or posters; website material; and institutional signage.

The institutional profile information collected with the EQA application is a condition of brand use, and is required to be updated on or before every annual designation anniversary date (May 1). This information will be used to assist in establishing profiles of institutions using the brand, confirming how the brand is being used and marketing EQA institutions. Profile information will not be used to determine an institution's eligibility for EQA designation.

### **EQA Brand - Misuse**

Any misuse of the brand will be reported by the EQA Administrator to the Ministry and the appropriate quality assurance body(ies), if applicable, and may result in the institution having its permission to use the EQA brand rescinded and/or legal action taken.

Brand misuse by an EQA designated institution will result in an institution losing its good standing with the Ministry and, therefore, its EQA designation.

In instances of brand misuse by non-designated EQA institutions, the EQA Administrator will provide written communication to the institution, organization or individual in question outlining the misuse and the potential legal consequences of misusing the EQA brand. The communication will advise that the use of the brand must cease immediately or legal action will be taken.

### **Website**

The EQA Administrator will maintain a website that provides information on EQA eligibility, application and designation requirements. The website will have a registry of institutions that are EQA-designated. This registry will be kept current on an ongoing basis and any institutions that are either voluntarily or non-voluntarily de-designated will be removed from the registry in a timely manner.

This Policy and Procedures Manual is subject to be updated by the Ministry as necessary. EQA designated institutions and institutions considering seeking EQA designation are responsible for ensuring they have a copy of and are using the most recent version of this document.

The current and applicable version of this document can be found on the Ministry's website or as a link available on the EQA website.

## Appendix 1

### Eligibility Requirements

Only British Columbia post-secondary institutions are eligible to apply for EQA. This means:

1. The institution must be a legal entity operating in British Columbia as a:
  - a. Non-profit society in British Columbia under the *BC Societies Act* and/or
  - b. Business under the *BC Business Corporations Act*
2. The institution must provide and deliver an educational program in British Columbia

Branches or campuses of British Columbia post-secondary institutions located outside of British Columbia are not eligible for EQA. Non-British Columbia post-secondary institutions that have partnerships or affiliations with British Columbia EQA-designated institutions are not eligible for EQA or to use the EQA brand.

Institutions will be required to meet the following Ministry-recognized quality assurance standards for the purposes of meeting EQA eligibility requirements:

<b>Type of Institution</b>	<b>Quality Assurance Standards Required</b>
Public Institutions	<ul style="list-style-type: none"><li>• Meeting required standards as set by legislation.</li><li>• In good standing with the Ministry.</li></ul>
Private Degree Granting Institutions	<ul style="list-style-type: none"><li>• Meeting the required quality assessment process and having Minister's consent under the <i>Degree Authorization Act (DAA)</i>.</li><li>• In good standing with the Ministry.</li></ul>
Private Career Training Institutions	<ul style="list-style-type: none"><li>• Meeting quality assurance (accreditation) standards as set out under the <i>Private Career Training Institutions Act (PCTI Act), Regulation and Bylaws</i>.</li><li>• In good standing with the Private Career Training Institutions Agency (PCTIA) and the Ministry.</li></ul>
Private academic institutions (non-degree granting)	<ul style="list-style-type: none"><li>• Voluntarily meeting PCTIA quality assurance (accreditation) standards (as indicated above for private career training institutions).</li><li>• In good standing with PCTIA and the Ministry.</li></ul> or <ul style="list-style-type: none"><li>• Voluntarily amend programs in order to offer Associate Degree programs under the DAA and meet EQA eligibility requirements as a private degree granting institution (as indicated above for private degree granting institutions).</li></ul>

Private ESL Schools	<ul style="list-style-type: none"> <li>• Voluntarily meeting PCTIA quality assurance (accreditation) standards (as indicated above for private career training institutions).</li> <li>• In good standing with PCTIA and the Ministry.</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• Voluntarily meeting Languages Canada quality assurance (accreditation) standards.</li> <li>• In good standing with Languages Canada and the Ministry.</li> </ul>
Private Theological degree granting institutions	<ul style="list-style-type: none"> <li>• Voluntarily meeting quality assurance process through the Degree Quality Assessment Board.</li> <li>• In good standing with the Ministry.</li> </ul>

### Good Standing

#### Ministry Good Standing (General)

Institutions must be in good standing with the Ministry in order to meet EQA eligibility requirements and to maintain their EQA designation. An EQA institution will be considered “Not in Good Standing” with the Ministry if the institution is:

- found to be misusing the EQA brand;
- in contravention of EQA Brand - Use for the brand as set out in the Policy and Procedures Manual;
- in contravention of the Certification Marks Terms of Use.

#### Ministry Good Standing (StudentAid BC Designation)

An institution with StudentAid BC (SABC) Designation will be considered “Not in Good Standing” with the Ministry if:

- its SABC Designation is suspended because it is under criminal investigation and/or is prohibited from accepting new applications for student loan funding; or
- its SABC Designation has been rescinded or not renewed for any reason other than:
  - voluntarily letting it lapse
  - no longer having programs meeting the required program length
  - no students from that institution having applied for loan funding in the last 3 years

### Ministry Good Standing (Institutions with consent under the *Degree Authorization Act*)

An institution operating under Ministerial Consent in British Columbia will be considered “Not in Good Standing” with the Ministry if:

- the institution is found to be in contravention of one or more of the *Standard Terms and Conditions of Consent* or *Special Terms and Conditions of Consent* under section 4(3) of the *Degree Authorization Act*, and/or Regulations;
- the institution is found to be in contravention of the legislative requirements of the *Degree Authorization Act*, and/or Regulations; or
- the institution has *Special Terms and Conditions of Consent* that would prohibit the institution from enrolling students.

### Institutions accredited with the Private Career Training Institutions Agency

An institution accredited with the Private Career Training Institutions Agency (PCTIA) will be considered “Not in Good Standing” with PCTIA if either its registration and/or accreditation has been suspended by PCTIA.

### Institutions accredited with Languages Canada

An institution accredited with Languages Canada will be considered “Not in Good Standing” with Languages Canada if it is not upholding Languages Canada standards for accreditation.

### Applicant Suitability

In addition to the Eligibility Requirements set out above, the Minister will determine, on an individual case basis, whether the applicant\* is considered suitable to hold the EQA designation. In assessing applicant suitability, the Minister is looking for anything that might indicate the applicant may fail to comply with the terms and conditions of the EQA designation. The Minister will give consideration to several factors, which may include, but are not limited to, the following:

- the reputation and character of the applicant;
- involvement in any criminal activities;
- association with any person or entity involved in criminal activities or activities that contravene a statute;
- the financial integrity of the applicant, including the sources of funding for the institution;
- any outstanding, related, civil judgments against the applicant;
- any ongoing legal proceedings involving the applicant;
- any false or misleading statements made by the applicant during the EQA designation process;
- such other factors as may be relevant in the public interest.

\* For the purposes of this section, in the case of a private institution, the word “applicant” means the applicant institution and/or its owner(s).

## Appendix 2

### EQA CERTIFICATION MARK TERMS OF USE

The Province of British Columbia (the “**Province**”) will grant to an institution (“**Institution**”) that meets, and continues to meet, the Education Quality Assurance (“**EQA**”) eligibility requirements and standards published by the Province in its EQA Policy and Procedure Manual (the “**Standards**”), a fully prepaid, royalty free, worldwide, non-exclusive license (“**License**”) to use any or all of the Province’s certification marks set out in Section 25 below (the “**Marks**”) during the Term, in accordance with these Terms of Use:

1. Duration – The License will be effective commencing on the date of first authorized use of any of the Marks by the Institution and will continue in effect until terminated in accordance with Section 12 below (the “**Term**”).
2. General Use and Prohibition – The Institution will only use, display or reproduce the Marks in association with the provision of post-secondary education services (the “**Services**”) that have a character and quality that conforms with the Standards, and only in a way that is expressly permitted by these Terms of Use, the Standards or otherwise by the Province in writing, and not in any other manner.
3. Standards – The Standards may be updated or amended by the Province, in its sole discretion, from time to time and will be posted by the Province at the following URL: [http://www.aved.gov.bc.ca/education\\_quality\\_assurance/docs/manual.pdf](http://www.aved.gov.bc.ca/education_quality_assurance/docs/manual.pdf) (the “**Website**”). The Institution must monitor and at all times remain in full compliance with the most current version of the Standards as found on the Website.
4. Reproduction – During the Term the Institution may, in accordance with the Standards, use the Marks on or in association with:
  - (a) signage, advertising and promotional materials that relate directly to the Institution’s provision of the Services or participation in the EQA program (the “**Program**”); and
  - (b) Internet websites that promote the business of the Institution, the Institution’s participation in the Program or its provision of the Services.
5. Internet and Telecommunication Designators – The Institution must not use, display or reproduce any of the Marks, or any words, designs, characters, or symbols that are confusing with or are derived from the Marks, as part of any Internet domain name, universal resource locator, telephone number, address, or any other designator (collectively, “**Designators**”) except as expressly permitted by the Province in advance in writing.
6. Ownership – The Province is the owner of the Marks and all goodwill associated with or appurtenant to the Marks. All the benefit and goodwill associated with use of the Marks will at all times enure entirely to the Province and the Institution will absolutely and irrevocably assign to the Province all right, title and interest throughout the world that it may have or acquire in the Marks, including all related goodwill, other than the Institution’s rights to use the Marks under the License.
7. Cooperation – The Institution will, as reasonably requested by the Province from time to time, cooperate with Province for the purpose of:
  - (a) registering or recording the Marks in the Province’s name;
  - (b) registering or recording the License or notice of the License; and
  - (c) protecting, preserving and enhancing the Marks and the Province’s interest therein.

8. Verification – Promptly when requested by the Province to do so, the Institution will:
  - (a) provide the Province with samples of materials prepared by, for or with the permission of the Institution that bears or refers to any of the Marks; and
  - (b) comply with all further policies, specifications, regulations and standards authorized or stipulated by the Province from time to time forthwith upon being notified of same.
9. Notice of License – When the Marks are displayed or used by the Institution, the Institution will, whenever possible, indicate in association with the Services and all signage, advertising and promotional materials associated therewith, including Internet websites, that the Marks are being reproduced and used under license from the Province in association with the Program.
10. Good Faith Covenants – The Institution will not do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Marks or the Province’s interest in the Marks, including but not limited to:
  - (a) opposing, contesting or in any other manner challenging the validity of the Marks or the Province’s interest in the Marks; and
  - (b) unless authorized in writing by the Province, claiming, using, displaying, reproducing or applying to register any trade-mark, trade name, Designator, copyright or design that is identical to or confusing with, or that is derived from or based on, any of the Marks.

The Institution will not assist, permit, or encourage any other person or entity to do any of the above.

11. Retained Rights – Nothing in these Terms of Use will prevent the Province from licensing others to use the Marks in any manner, as it sees fit, including in association with the Program or as part of a business name or a domain name, or registering any of the Marks as a trade-mark in association with wares. When requested by the Province to do so, the Institution will promptly execute and deliver to the Province any written consents or other instruments that the Province, acting reasonably, considers necessary or useful to exercise its retained rights in the Marks.
12. Termination – The License:
  - (a) will terminate immediately upon the Institution failing to comply with the administrative or Program requirements necessary to continue to be eligible to participate in the Program, including payment of the annual Program designation fees, if so required, or failing to continue to meet the Standards, as may be amended by the Province from time to time;
  - (b) may be terminated by the Province if the Institution defaults in observing or performing any of its material obligations set out in the Standards or these Terms of Use and fails to correct the default within 10 calendar days after receiving a written demand from the Province to do so, by giving the Institution written notice of termination which will be effective upon delivery to the Institution;
  - (c) may be terminated by the Institution for its own convenience, by giving the Province written notice of termination, which will be effective on receipt by the Province; and
  - (d) will terminate immediately upon the Institution becoming insolvent, having a receiver or a receiver/manager appointed for any part of its property, being adjudicated Bankrupt or entering into any composition or arrangement with its creditors.
13. Effect of Termination – Forthwith upon termination of the License for any reason:
  - (a) the Institution will cease all reproduction and use of the Marks including any trade-marks, trade names, designs and Designators that are confusing with any of the Marks or that are derived from or based on any of the Marks;

- (b) as directed by the Province, the Institution will permanently delete the Marks from all signs and other physical or electronic material in its possession or control that bears or refers to the Marks (including plates and other means for reproducing the Marks) but if the Institution cannot or prefers not to do that, the Institution will deliver all items bearing the Marks to the Province; and
  - (c) as directed by the Province, the Institution will permanently erase or delete the Marks from all Internet websites, internal networks and Designators controlled by the Institution or by others on behalf of the Institution, including reproduction of Marks in meta-tags and key words that appear on, are displayed by, or are embedded in websites and networks.
14. Infringements – If, during the subsistence of the License, the Institution becomes aware that any other party (other than an affiliate or licensee of the Province) is using a trade name, Designator, trade-mark, get-up of goods, or mode of advertising or promotion that might reasonably amount to infringement, unfair competition, passing off or cybersquatting in respect of any of the Marks, the Institution will promptly report such activities to the Province.
15. Claims by Others – If the Institution learns that any person or entity is alleging that any of the Marks is invalid, infringes the rights of any party, or is open to any other form of attack, the Institution will not make any admissions in respect of the allegation and will promptly report the matter to the Province.
16. Proceedings – The Province will have the right, but not the obligation, to control and direct the conduct of all legal proceedings and negotiations with third parties relating to the Marks except:
- (a) if a third party carries on an activity that might constitute infringement, passing-off or unfair competition in respect of any of the Marks and the Province does not initiate proceedings against that third party within one month after the Institution requests the Province to do so, then;
    - (i) entirely at its own expense, the Institution may institute proceedings against that third party in respect of its own interests; and
    - (ii) the Institution will indemnify and save harmless the Province from and against all expenses, costs, damages, and liabilities that the Province incurs in connection with any proceeding that the Institution initiates against any such third parties; and
  - (b) subject to the provisions contained in Section 15, the Institution may defend itself at all times from actions brought by others.

The Province may, in its absolute discretion, choose not to defend or prosecute any actions or any other proceedings with third parties that relate to the Marks and it will have no liability to the Institution for failing to defend or prosecute any such actions or proceedings.

17. Assignment – The Institution will not assign, grant or give to a third party, including to any successor of the Institution, any type of interest in the License or the Marks, or authorize any third party to use, display or reproduce the Marks, without first obtaining the written consent of the Province, which may be withheld for any reason or without reason. If the Province's consent is given on any particular occasion, further consent will be required for every subsequent occasion.
18. Disclaimer – The Province makes no representations or warranties to the Institution regarding the Marks, including those regarding ownership and whether or not the Marks infringe the rights of third parties. The Institution waives all claims against the Province regarding the Marks that it would have or might acquire but for the foregoing disclaimer.
19. Indemnity – The Institution will indemnify and save harmless the Province from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs, that may be incurred by the Province or claimed by any third parties against the Province in connection with any of the Services or business of the Institution or any negligent or wrongful conduct of the Institution, including misuse by it of the Marks.

20. Time/Waiver – The timely performance and observance of the parties’ obligations set out in these Terms of Use is an essential condition and:
- (a) if the Province waives a particular default of the Institution, that will not affect or impair the rights of the Province regarding any other default of the Institution;
  - (b) if the Province delays or fails to exercise any rights in connection with a default of the Institution, that will not affect or impair the rights of the Province regarding that event or any other default of the Institution; and
  - (c) in any event, the timely performance and observance by the Institution of its obligations will continue to be an essential condition without the need for specific reinstatement following particular waivers, extensions, or delays.
21. Law/Dispute Resolution – These Terms of Use and the relationship of the parties as contemplated herein will be governed by and interpreted in accordance with the laws prevailing in the Province of British Columbia and all disputes will be finally settled in the Supreme Court of British Columbia sitting in the City of Victoria, British Columbia.
22. Implementing Intent – The parties will execute and deliver to each other any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in these Terms of Use.
23. Notice – All notices and other communication that the parties give each other in connection with these Terms of Use will be in writing and will be deemed given if delivered by hand, double registered mail, or fax to the recipient at its common business address or at such other address or telecommunication number of which the party gives the other notice. Proof of delivery in that manner will constitute proof of receipt.
24. Entire Agreement – These Terms of Use supersede all prior agreements and understandings of the parties regarding the Institution’s use of the Marks. This document and any documents specifically referred to herein contain the entire understanding between the parties and, except as expressly set out herein, may not be varied except by written instrument signed by both parties.
25. Marks – The Marks referred to and included under these Terms of Use are:
- (a) **“EDUCATION QUALITY ASSURANCE”**;
  - (b) **“EQA”**; and
  - (c) EDUCATION QUALITY ASSURANCE EQA & Design:

