

## **Rick Hansen Foundation Accessibility Certification™ (RHFAC) Training Tuition Grant Program Terms and Conditions**

**By applying for the Rick Hansen Foundation Accessibility Certification™ (RHFAC) Training Grant Program, the Recipient agrees to the terms and conditions that lies herein.**

1. The Recipient shall use the funds exclusively for a Rick Hansen Foundation Accessibility Certification™ (RHFAC) Training course (“Course”) in accordance with the Award Letter, and all rules, regulations, policies, guidelines, statements or additional terms and conditions (including any additional terms and conditions established by the Rick Hansen Foundation (RHF) in the Award Letter) governing the funds from time to time.
2. RHF shall pay the funds directly to the participating academic institution in accordance with the payout terms and conditions set forth in the Award Letter.
3. The Recipient shall successfully complete the Course at the academic institution and course dates for which they have received funding.
4. The Recipient is required to complete a Final Report to RHF to attest successful completion of the Course within 30 days of the Course end date.
5. The Recipient shall promptly notify RHF in writing at [training@rickhansen.com](mailto:training@rickhansen.com) if the Recipient no longer meets one or more of the [eligibility criteria](#). At the request of RHF, acting reasonably, the Recipient shall promptly provide such additional information, documents or material as required by RHF to determine that the Recipient continues to meet the eligibility criteria, that the funds is used for the Project and in accordance with the terms of the Award Letter and to clarify any matter addressed or required to be addressed in the Recipient’s reports. At the request of RHF, the Recipient shall participate in a meeting with RHF (whether in-person or otherwise) to discuss any of the foregoing matters with RHF.
6. The Recipient shall not assign the Award Letter or any of its rights, benefits, obligations or liabilities under or in respect of the Award Letter.
7. Should the Recipient withdraw from the Course, RHF must be notified in writing explaining the decision to withdraw before the Course start date.

8. In the event that the Recipient no longer meets one or more of the [eligibility criteria](#), does not successfully complete the Course or withdraws from the Course after the academic institution's 100% refund deadline, RHF or the participating academic institution will have the discretion to collect any payable tuition fees directly from the Recipient.
9. The Recipient agrees that RHF may share personal information with the participating academic institution, or any funders as required to administer the funding and meet reporting obligations.
10. The Recipient shall indemnify, defend and hold harmless RHF, its directors, officers, members, employees and agents (the "Indemnified Parties") from and against all claims, demands, losses, actions, causes of action, suits, proceedings, costs, charges, fines, penalties, fees or expenses (including legal fees on a solicitor and client basis), assessments, judgments, damages and liabilities whatsoever (each a "Claim" and collectively "Claims") which the Indemnified Parties, or any of them, may sustain, suffer, incur, be a party to, or be liable for in connection with (i) any breach, violation or non-performance by the Recipient of any covenants, representations, warranties, agreements or obligations of the Recipient under the Award Letter, or applicable Laws; (ii) the negligent or willful misconduct by Recipient; or (iii) any Claims sustained by or brought against RHF by a third party arising out of, related to or in connection with the Project, the Application, the funds, the Award Letter and or the Program. This indemnity will survive the termination or expiration of the Award Letter.
11. The Recipient hereby releases RHF from any and all liability related to or in connection with all Claims sustained by or brought against the Recipient by a third party arising out of, related to or in connection with the Project, the Application, the funds, the Products, the Course, the Award Letter, or the Program, and the Recipient shall not seek recovery or indemnity from RHF in respect of any Claim whatsoever sustained by or brought against the Recipient by a third party arising out of, related to or in connection with the Project, the Application, the funds, the Products, the Award Letter, or the Program.

12. RHF shall not be liable to the Recipient for any losses or liabilities sustained or incurred by the Recipient, except for such losses and liabilities as may directly result from the breach by RHF of any provision of the Award Letter and, in any event, any liability of RHF to the Recipient (whether in tort, contract, law, equity or otherwise) shall be limited to an amount equal to the funds. Under no circumstances shall RHF be liable to the Recipient for any punitive, exemplary, aggravated, special, indirect, incidental or consequential damages.
13. The Award Letter and Terms of Conditions will be governed by and construed in accordance with the substantive laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of such laws that would apply a different law. Each party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
14. The Award Letter and any documents and agreements to be delivered pursuant supersede all previous invitations, proposals, letters, correspondence, negotiations, promises, agreements, covenants, conditions, representations and warranties with respect to the subject matter of the Award Letter. There is no representation, warranty, collateral term or condition or collateral agreement affecting the Award Letter, other than as expressed in writing in this Agreement. No change or modification of the Award Letter will be valid unless it is in writing and signed by each party.