

## 1 - COR Terms of Participation

### Definitions

**COR** - Certificate of Recognition.

**SafetyDriven - Trucking Safety Council of BC (SafetyDriven)**, certifying partner for the Certificate of Recognition program.

**Participating Company** - the company making this application to the COR program.

**WorkSafeBC (WSBC)** – Workers Compensation Board of BC

### 1) Term

- a) The SafetyDriven COR program is a partnership between SafetyDriven and WorkSafeBC. The Participating Company acknowledges that achieving and retaining the Certificate of Recognition requires that it meet the obligations of SafetyDriven's policies and the policies of WorkSafeBC.

### 2) Obligations of a Participating Company

- a) The Participating Company asserts that their account with WorkSafeBC is in good standing, and will remain in good standing for the term of this agreement.
- b) Allow SafetyDriven to verify the accuracy of their WorkSafeBC account number and legal name by obtaining a clearance letter.
- c) To obtain and/or maintain Certification, each Participating Company must complete and submit to SafetyDriven:
  - i) this COR Terms of Participation & Application Form;
  - ii) a certification audit prior to obtaining a Certification;
  - iii) an annual maintenance audit on or before the first and second anniversary date of a Certification Audit;
  - iv) a re-certification audit before the expiry of the Term, performed no more than 6 months prior to the expiry of the Term; and
  - v) such other audits as may be required by SafetyDriven from time to time.

### 3) The Participating Company agrees to:

- a) abide by the conditions set by SafetyDriven for the conduct and submission of audits;
- b) abide by the decisions made by SafetyDriven regarding the acceptance and marking of audits;
- c) provide such additional materials or information deemed necessary by SafetyDriven to evaluate and mark a submitted audit, and;
- d) No Participating Company will make or give any false or misleading representation, statement of fact, or opinion to SafetyDriven, or to an auditor, or in a Program Registration Form, nor will it do so to a third party (including WorkSafeBC) about a matter relating to Certification. It will not omit to state a fact necessary to make its representations, statements of fact, or opinions accurate to SafetyDriven, an auditor, or third party (including WorkSafeBC).
- e) No Participating Company will engage in conduct which, in the opinion of SafetyDriven, could bring the reputation and credibility of the COR Program into disrepute.
- f) A Participating Company that has previously been certified as a Small Employer or an Owner/Operator, and subsequently has increased its number of Workers such that it falls within the definition of another size category, will notify SafetyDriven within 90 days of falling within the definition of another size of employer.

### 4) Upon receipt of Certification, each Participating Company will:

- a) comply with the standards and applicable guidelines required of a Participating Company established from time to time by SafetyDriven for employers, auditors and audits;
- b) unless otherwise stated in this Policy, comply with, and cause its auditors and audits to comply with, the standards and applicable guidelines required of a Participating Company established from time to time by WorkSafeBC for employers, auditors and audits in the COR Program;
- c) immediately inform SafetyDriven of any change in employer name, WorkSafeBC account number, WorkSafeBC Classification Unit (including an addition of a classification unit), acquisition of another employer, or change to ownership of the Participating Company;
- d) comply with directions issued from time to time by SafetyDriven with regard to the COR program;
- e) consent to SafetyDriven providing such information as required by WorkSafeBC for purposes of quality assurance, issuance of COR Program certificates, the Participating Company's eligibility for COR rebates, and furthering the objectives of the COR Program; and

- f) consent to SafetyDriven posting on its website the Participating Company's name, principal business location, and Certification status where it has obtained and maintained the Certification, for the purpose of furthering the objectives of the COR Program.

## 5) Categorization of Participating Companies

- a) Upon receipt by SafetyDriven of this application, SafetyDriven will determine whether a Participating Company is a Large Employer, a Small Employer, or an Owner/Operator, using the following criteria:
  - i) a **Large Employer** has a peak company size of more than 19 employees;
  - ii) a **Small Employer** has a peak company size of 4 to 19 employees;
  - iii) an **Owner/Operator** has a peak company size 3 or less employees, with no operational supervision

## 6) Termination, Suspension or other Action for Breach of an Obligation of a Participating Company

- a) SafetyDriven will advise WorkSafeBC that the Certification of a Participating Company should be terminated if the Participating Company breaches section 2 (a) or (c), or section 3 (a), (c), (d) or (e). SafetyDriven will advise the Participating Company of such an action by giving written notice. In any other case, the SafetyDriven may take such other action as it deems appropriate for breach of any other obligation of a Participating Company set out in this document if, before making such a decision, it:
  - i) gives notice to the Participating Company in writing of the proposed action, and the reasons therefore; and
  - ii) gives the Participating Company 30 days within which to deliver a written submission to SafetyDriven with respect to the proposed action.
- b) If SafetyDriven decides to take action after considering the submission of the Participating Company under section 6, it will give notice to the Participating Company as set out in section 9 and such action will be effective on the date that SafetyDriven removes the Participating Company from the SafetyDriven list of certified companies.

## 7) Reinstatement

- a) SafetyDriven may set the terms and conditions for re-certification of a Participating Company, or an entity under common control or direction of a Participating Company, whose Certification has previously expired or has been terminated.

## 8) Amendment

- a) SafetyDriven may amend any of the terms and conditions set out herein by posting the changes on its website.

## 9) Notices

- a) Any notice required or permitted to be given will be given in writing and be deemed to have been given or submitted when delivered by courier or transmitted by fax or e-mail, or five business days (not including Saturday, Sunday or a statutory holiday) after the date sent by certified or registered mail, postage prepaid, return receipt requested. Each Participating Company will provide to SafetyDriven and maintain a mailing address, and will advise SafetyDriven of its fax number or e-mail address, if any, and each Participating Company waives the right to receive any other form of notice.

## 10) Exclusion of Liability

- a) Notwithstanding any other provision of this document or any statements, representations, agreements or conduct to the contrary, in no event will SafetyDriven be liable to a Participating Company, or to anyone claiming through or under it, for any claim or loss, whether in contract or in tort, or based on any other theory of law whatsoever, arising from or connected in any way with the interpretation or application of these terms and conditions of Certification by SafetyDriven including, without limitation, any claim for loss of profits, indirect costs or consequential damages.

## 11) Waiver

- a) The failure of SafetyDriven to insist upon the strict performance of any term or condition contained herein or to exercise any right will not be construed or operate as a waiver of the term or condition, and no waiver will be inferred from or implied by anything done or omitted to be done by SafetyDriven.