

## PROFESSIONAL EDUCATION ACCREDITATION PROGRAM FOR CFP® CERTIFICATION

## **Faculty Attestation Form**

## Please read the following FP Canada acknowledgements and attestations (the "Attestations"), and initial or sign in all areas indicated.

In consideration of my participation in FP Canada's Professional Accreditation Program for CFP Certification (the "**Accreditation Program**"), I hereby agree to the following terms and conditions.

By signing and initialing the FP Canada Faculty Attestation Form, I acknowledge that I have reviewed and agree to abide by the Attestations set out below.

- I acknowledge that I have read and agree to the terms and conditions contained in the Guidelines for the Professional Education Accreditation Program for CFP Certification (the "Guidelines"). (initial)
- 2. I understand and agree that all course content provided from FP Canada with respect to the Accreditation Program, including, without limitation, all course materials and related information, all online content, assignments, marking guides and rubrics and assessments (the "Course Content"), is owned by FP Canada and that FP Canada retains all title, ownership and intellectual property rights in the Course Content. Subject to my adherence to the Guidelines and terms and conditions of this Faculty Attestation Form, FP Canada grants you a limited, non-exclusive, non-transferable right to use the Course Content for the sole purpose of delivering FP Canada-accredited Professional Education (the "Course Content Licence"). I agree to not, nor permit others to, share, copy, download or store the Course Content outside of delivering FP Canada-accredited Professional Education (the Course Content Licence. (initial)
- 3. I agree that the Course Content and any other proprietary or non-public information provided to me by FP Canada is confidential (the "FP Confidential Information") and is not meant for dissemination, either orally or in writing, or use except for providing the Services. I agree to use the FP Confidential Information solely to provide the Services and safeguard and take all reasonable steps to maintain the security, confidentiality and



integrity of the FP Confidential Information, including adhering to any policies and requirements set out by the institution who receives FP Canada Professional Education Accreditation (the "Institution") that I am employed by or under contract with. I further agree to notify FP Canada immediately of any unauthorized disclosure of FP Confidential Information that I become aware of. The obligation of confidentiality and use with respect to the FP Confidential Information will survive indefinitely. \_\_\_\_ (initial)

- 4. I agree not to engage in the development, maintenance or delivery of, or provide support to or work with any education provider or academic institution who develops education leading to a designation, which may be perceived to be or does compete with FP Canada's certifications as determined by FP Canada, during the accreditation period (three years) and for one year thereafter. I further agree not to engage with any exam preparatory provider or in the development, maintenance or delivery of exam preparatory programs leading to FP Canada certifications during the accreditation period and for one year thereafter. \_\_\_\_ (initial)
- 5. I agree that upon the cessation of providing the Services, the termination of my relationship with FP Canada and/or my Institution for any reason, or otherwise upon the request of FP Canada, I will promptly return or, if requested by FP Canada, destroy all FP Canada Confidential Information, including all physical and electronic copies thereof, furnished to me or in my possession. \_\_\_\_ (initial)
- 6. I understand that access and use of the Course Content may be revoked at any time by FP Canada for any reason including my failure or the Institution's failure to adhere to the Guidelines, breach of confidentiality or failure to comply with any other policies and requirements established from time to time by FP Canada. (initial)
- 7. I understand that FP Canada has taken reasonable efforts in the development of the Course Content to ensure that it is accurate and complete at the time of publication, however FP Canada does not represent, warrant or promise (whether expressly or by implication) that the Course Content remains accurate, complete up to date or free from errors or omissions. In no event will FP Canada and its divisions, and their respective employees, agents, contractors, officers and directors, be liable to you for any damage suffered directly or indirectly resulting from errors or inaccuracies contained in the Course Content or relating to any information or material provided while delivering the Course Content through FP Canada-accredited Professional Education. Where I perceive there to be errors or inaccuracies within the Course Content, I agree to notify FP Canada. \_\_\_\_ (initial)
- 8. I agree to indemnify FP Canada, and its officers, directors, employees, contractors, and agents, for any losses suffered by FP Canada or claimed by third parties against FP Canada that are caused by any breach of your



obligations as set out in this Attestation or otherwise in providing the Services. "Losses" includes all damages, liabilities, expenses, costs and legal fees. \_\_\_\_ (initial)

9. Any unauthorized use of the Course Content, including but not limited to, sharing, copying, downloading or storing Course Content for use outside of delivering the FP Canada-accredited course, may result in disciplinary and/or legal action by FP Canada. I agree to cooperate with FP Canada to enforce its rights to protect its Course Content from unauthorized use and dissemination, and in taking any enforcement action FP Canada, in its sole discretion, may deem necessary and appropriate. \_\_\_\_ (initial)

My signature below constitutes my full acceptance of the above Attestations and all Faculty Requirements as described in the Guidelines.

Faculty Member (Printed): \_\_\_\_\_\_ Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

