

COHA GreenTECH Certification Program APPLICATION FORM



PERSONAL INFORMATION

Last Name		First Name	
Address			Email Address
City	Province	Postal Code	Telephone No.

PROFESSIONAL EXPERIENCE

EMPLOYER/ COMPANY	ADDRESS	CITY/PROVINCE
FROM YYYY MM DD	TO YYYY MM DD	NUMBER OF YEARS
EMPLOYER/ COMPANY	ADDRESS	CITY/PROVINCE
FROM YYYY MM DD	TO YYYY MM DD	NUMBER OF YEARS
EMPLOYER/ COMPANY	ADDRESS	CITY/PROVINCE
FROM YYYY MM DD	TO YYYY MM DD	NUMBER OF YEARS

CERTIFICATION INFORMATION

Provincial Certification number	PROVINCIAL CERTIFICATION/ LICENSE ISSUED BY
Expiry Date (if any)	Address:

I certify the information set out herein to be true and correct and agree to comply with the certification terms and conditions and with the attached Trade-Mark License Agreement.

Signature: _____ Date: _____

Please send this form and copy of certification to:

Canadian Oil Heat Association
115 Apple Creek Blvd., Suite 202
Markham, Ontario L3R 6C9

Got questions?

By telephone: 1-800-257-1593
By email: greentech@coha.ca

For COHA use only			
Date rec'd	By	Certification #	
Approved by COHA		Name	Title

Privacy Policy: COHA will not disclose the Applicant's personal information. The Applicant's business contact information, such as name, business address, business telephone are not considered to be personal information.

Trade-mark License Agreement

THIS AGREEMENT between the Canadian Oil Heat Association (COHA), a not-for-profit corporation incorporated under the laws of Canada, having its head office at Markham, Ontario (herein referred to as the "Licensor"), and the Applicant herein, is effective as of the date of its acceptance by the Licensor as evidenced by a signature of the duly authorized officer of the COHA.

WHEREAS:

The Licensor is the registered owner of the Trade-mark, which is set out in Schedule "A" (the "Trade-mark"); It is mutually desired by the parties that the Licensee shall use the Trade-mark subject to the following terms and conditions; COHA seeks to support, promote and advance energy efficiency, safety and service in the oil heating industry by establishing a quality assurance programme for technicians. Now, therefore, in consideration of the faithful performance of the covenants contained herein, it is agreed as follows:

ARTICLE 1 – DEFINITIONS:

For the purpose of this agreement, the following definitions shall apply:

Whenever the following expressions are used in this agreement they shall have the meaning specified below unless otherwise expressly provided or repugnant to the context:

"Oilheat Technician" shall mean a technician that holds a valid Provincial technician's license.

"Provincial technician's license" shall mean Provincial Certification as an *Oil Burner Technician* pursuant to all relevant statutory provisions of the province having jurisdiction over the technician.

"Trade-mark" shall refer to the COHA GreenTECH Mark as set out in Schedule "A" hereto.

"Territory" shall mean Canada.

The singular shall include the plural and *vice versa*.

ARTICLE 2 – MARKING:

1. The Licensee is granted permission to use the Trade-mark only in relation to oil heating and directly related matters.

The Licensee shall include, in its trade literature incorporating the Trade-mark, a notice to the effect that such Trade-mark is the property of the Licensor.

ARTICLE 3 – DUTIES OF THE LICENSOR:

The Licensor shall promote the new certification programme and the Trade-mark in their public relations campaign and communications. The Licensor shall phase in marketing initiatives over a 2-year period, commencing November, 2009, including:

Year ONE:

An internal communications program to assist members in realizing the benefits of employing GreenTECH Certified industry professionals.

Development of a separate URL (www.oilheat.ca) that will house COHA GreenTECH Certification on-line training modules and updates and will list all certified COHA GreenTECH member-participants.

YEAR TWO:

An external communications program to educate customers about the benefits of hiring COHA GreenTECH Certified industry professionals.

ARTICLE 4 – DUTIES OF THE LICENSEE:

The Licensee shall comply with the qualification and certification requirements as set out in Schedule "B" hereto this agreement. The Licensor maintains the right to modify such qualification and certification requirements, as it sees fit, provided that such modifications are not unreasonably imposed.

The Licensee will deal with their customers honestly and fairly.

The Licensee will strive to care for and help the environment.

The Licensee will strive to produce the best quality work.

ARTICLE 5 - DISCLAIMER:

The parties acknowledge that the Continuing Education Units (herein after referred to as CEUs) are an integral element of the GreenTECH Certification Program and of quality assurance for oil heat technicians. The Licensor will endeavour to provide CEUs that meet the goals of the COHA GreenTECH Certification Program and the needs of the oil heat technicians. The Licensee acknowledges that the Licensor cannot control the content of the CEUs and that the Licensor shall not be liable, in any manner, for the truth or accuracy of any information provided by its training affiliates at any Continuing Education Unit.

ARTICLE 6 - TERMINATION:

In the event that the Licensee fails to comply with any of the provisions of this agreement then the Licensor may give written notice to the Licensee specifying in what respect the Licensee has failed to comply and unless the defects specified in such notice are remedied within 30 days after service of such notice the Licensor may immediately terminate this agreement and all authority for the Licensee to use any of the Trade-marks in any manner. This agreement shall terminate immediately if the Licensee shall:

- be adjudicated bankrupt; or
- enter into any composition or arrangement with its creditors.

In the event of termination of this agreement by the Licensor for failure by the Licensee to comply with any of the provisions of this agreement, the Licensee shall immediately cease to use the Trade-mark.

Where termination is on other grounds, the Licensee shall have the right to use all remaining stocks of literature existing at the date of the termination of this agreement.

Upon the termination of this agreement the permission to use the Trade-mark shall immediately cease and the User shall not thereafter make any use of the Trade-mark, except as specifically provided for, herein.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay

or default is caused by conditions beyond its control including, but not limited to acts of God, interference by any government or local authority, war, strike, riot, epidemic, disease, inevitable accident, or any other circumstance whatsoever whether similar to the above causes or not over which the Licensor or Licensee, as the case may be, shall have no control.

ARTICLE 7 - NOTICES:

Any notice required or authorized to be given by either party to the other may (without prejudice to the use of any other method) be given by being sent by prepaid registered mail, courier or facsimile addressed to the last known address of the party to whom the notice is to be given and any notice so sent shall be deemed to have been properly and effectively given, if by mail, seven days after the same shall have been put in a letter box under the control of the postal authorities of the country of the sender or, if by courier or facsimile, on the second business day following such transmission.

ARTICLE 8 - TRADE-MARK INFRINGEMENT:

In the event that the Licensee becomes aware of any infringement of the Trade-mark, the Licensee shall immediately advise the Licensor of that infringement. In the event that the Licensee advises the Licensor, in writing, of a substantial infringement of the Trade-mark, the Licensor shall take whatever action it deems appropriate to enforce the Trade-mark. If any provision of this agreement is held to be invalid by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected thereby but shall continue in full force and effect.

SCHEDULE “A”

Marks that are the subject of this agreement:



SCHEDULE “B”

Criteria and Qualification Requirements

	<p>COHA GreenTECH Certification – Bronze Level (EXPERIENCE LEVEL)</p> <p>Work Experience: Less than three years as an Oilheat technician Provincial License: Must be a holder of a provincial technician’s license Affiliation: Must be a COHA member in good standing Entry: Complete 5 CEUs in the first year of enrollment Maintain: Complete 10 CEUs every year</p>
	<p>COHA GreenTECH Certification – Silver Level (PROFESSIONAL LEVEL)</p> <p>Work Experience: Minimum of three years as an Oilheat technician Provincial License: Must be a holder of a provincial technician’s license Affiliation: Must be a COHA member in good standing Prerequisite: COHA GreenTECH Certification – Bronze Level Entry: Complete 15 CEUs Maintain: Complete 10 CEUs every year</p>
	<p>COHA GreenTECH Certification – Gold Level (MASTER LEVEL)</p> <p>Work Experience: Minimum of five years as an Oilheat technician Provincial License: Must be a holder of a provincial technician’s license Affiliation: Must be a COHA member in good standing Prerequisite: COHA GreenTECH Certification – Silver Level Entry: Complete 15 CEUs Maintain: Complete 10 CEUs every year</p>