

**COMPENDIUM CONTRIBUTION APPLICATION FORM**

**TO:** THE CANADIAN BOARD FOR CERTIFICATION OF PROSTHETISTS AND ORTHOTISTS ("CBCPO")

**AND TO:** THE CANADIAN ASSOCIATION FOR PROSTHETICS AND ORTHOTICS ("CAPO")

**PLEASE NOTE THAT ONLY THE FOLLOWING PERSONS WILL BE PERMITTED TO PARTICIPATE IN THE DEVELOPMENT OF THE COMPENDIUM:**

- **CBCPO Certifees, Registered Technicians and Interns who are in good standing;**
- **Members in good standing of CAPO, with the exception of Associate Members and Suppliers who are not eligible to participate.**

I, \_\_\_\_\_, hereby confirm that I am eligible to contribute to the compendium as I am a \_\_\_\_\_ **(Membership or Certification Status)** of CBCPO or CAPO **(Please circle)**.

My contact information for use by CBCPO and CAPO in connection with my participation in the development of the Compendium is as follows:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Should my application be accepted, I acknowledge and agree that CBCPO and CAPO will primarily contact me through e-mail. If, however, there are difficulties in contacting me or there are other problems, concerns or matters that must be addressed with respect to the development of the Compendium and my participation associated therewith, I acknowledge and agree that CBCPO and CAPO may contact me by mail, telephone or facsimile using the information provided above. CBCPO and CAPO will not use my contact information for any other purpose or disclose my personal information to any third party without my prior consent, unless required or permitted by law. All personal information held by CBCPO and CAPO will be handled in accordance with each entity's Privacy Policy. I agree to advise CBCPO and CAPO upon the change of any of my contact information set out above.

I acknowledge and agree that I have read, understood and hereby agree to the attached Terms and Conditions which govern my participation in the development of the Compendium and any contribution I may make thereto.

Without limiting the generality of the foregoing or the Terms and Conditions, I specifically acknowledge and agree that:

1. I will receive no remuneration of any kind or nature in consideration of my participation in the development of the Compendium;
2. CBCPO and CAPO will be the sole owners of all right, title and interest in and to the Compendium, including any contribution that I may make thereto. I also waive any moral rights that I may have with respect to the Compendium;
3. CBCPO and CAPO may use, amend, revise and distribute the Compendium in any manner they see fit, and I acknowledge and agree that I am not entitled to any remuneration, fees or otherwise regardless of any profits made by CBCPO or CAPO with respect to or arising from the Compendium. I also acknowledge and agree that I will receive no credits in the Compendium with respect to any contribution I may make;
4. I agree to abide by and act in accordance with the Terms and Conditions, and acknowledge that certain of the provisions set out in the Terms and Conditions, as specifically identified therein, shall survive the termination or expiration of my participation or contribution thereto;

This Application Form and the information, representations and undertakings made herein will be relied on by CBCPO and CAPO and are legally binding on the Applicant.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Witness Name (Please Print)

## **TERMS AND CONDITIONS**

These Terms and Conditions govern all participants and contributors to the Compendium of Terminology ("Compendium") being developed through a joint project of The Canadian Board for Certification of Prosthetists and Orthotists and The Canadian Association for Prosthetics and Orthotics.

Your agreement to these terms and conditions is evidenced by your submission of the Compendium Contribution Application Form, and you recognize that these Terms and Conditions are legally binding obligations.

### **1.0 Ownership**

1.1 The parties hereto acknowledge and agree that CBCPO and CAPO may use the Compendium in any manner they see fit, and may reproduce, publish and distribute the Compendium including without limitation in print or on the internet, and make the Compendium available to third parties in their discretion. CBCPO and/or CAPO may also publish or post the Compendium in association with other works or materials, including without limitation any illustrations, titles, categorizations, material from other writers and reader comments.

1.2 The parties agree that CBCPO and CAPO are the sole owners of all right, title and interest in and to the Compendium, including without respect to any contribution you may make thereto (whether or not such contribution is incorporated into the Compendium by CBCPO or CAPO). For greater certainty, and without limiting the generality of the foregoing, the parties hereby confirm that CBCPO and CAPO are the sole owners of all copyright interests in and to the Compendium, including with respect to any contribution made thereto by you, and that you hereby transfer and assign to CBCPO and CAPO any right, title and interest you may have by law or otherwise in and to the contribution, without limitation, condition and reservation.

1.3 Should you make any contribution whatsoever to the Compendium, you hereby waive any and all moral rights that you may have therein. You acknowledge and agree that no credit will be granted to you with respect to any contribution. Without limiting the generality of the foregoing, CBCPO and CAPO may edit any such contribution as they deem appropriate and may or may not include any such contribution in their sole and absolute discretion.

1.4 Should you make any contribution or amendment to the Compendium, you hereby agree that such contribution shall be wholly original and shall not violate the rights (including without limitation the intellectual property rights) of any third party. You also acknowledge and agree that you have full power and authority to enter into these Terms and Conditions.

1.5 You also agree that you shall, where reasonably requested to do so by CBCPO and/or CAPO, execute such further evidence or documentation as may be requested by CBCPO and/or CAPO to establish, register or defend its rights (including intellectual property rights) in and to the Compendium. This obligation shall survive the termination of these Terms and Conditions for any reason.

### **2.0 Compensation**

2.1 You hereby acknowledge and agree that should you make a contribution to the Compendium, you will receive no monetary or other remuneration of any kind or nature.

### **3.0 Use of Compendium**

3.1 During the development of the Compendium and until you are advised by CBCPO or CAPO, you are hereby granted a revocable, non-exclusive, non-transferable license to access and use the Compendium (including in draft form) solely for use in association with your practice in the field of prosthetics and/or orthotics. You may print one copy of the Compendium which is solely for internal business use and which may not be distributed or accessed by any third party. All copyright and other proprietary notices must be retained on the Compendium (or any copy thereof) at all times. Except as specifically permitted under these Terms and Conditions, the Compendium may not be used, copied, modified, distributed, transmitted, posted or disclosed without the prior written consent of CBCPO and CAPO.

3.2 The parties acknowledge and agree that the Compendium may be made available to licensed users on-line. In using the designated website, or on-line version of the Compendium or in any other manner (including with respect to the posting of comments or amendments), you shall not:

- a. violate any applicable local, provincial, national or international statute, regulation, or law;
- b. upload, post, use, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or content that could otherwise be considered to be objectionable;
- c. impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent user's affiliation with a person or organization;
- d. engage in any activities or manipulate identifying material to misrepresent the origin of content;
- e. upload, post, use, or otherwise make available any content that is subject to any disclosure restrictions;
- f. upload, post, use, or otherwise make available any materials, items, information or content that infringes or otherwise violates any patent, copyright, trademark, or any other proprietary rights of any other person;
- g. upload, post, use or otherwise make available any unsolicited or unauthorized advertising or promotional materials, including without limitation, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. upload, post, use or otherwise make available any material that contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment;
- i. interfere with or otherwise limit the use of the designated website by other users; or collect, compile, or store personal information about other users of this site;
- j. collect or store personal data about other users;
- k. share your password or username with any third party; or
- l. use the designated website or the Compendium for commercial purposes except as expressly authorized herein.

3.3 You hereby acknowledge and agree that any use of the designated site or the Compendium contrary to the terms of these Terms and Conditions shall constitute a material breach of hereof and CBCPO and CAPO reserve all remedies available at law.

3.4 CBCPO and CAPO reserve the right, in their sole and absolute discretion, to amend the designated site and to cease to operate the site or make the Compendium available including to authorized or licensed users without further notice.

#### **4.0 Limitations**

4.1 The parties acknowledge and agree that the Compendium is a compilation of information with respect to the meaning of industry terms. The Compendium is subject to change from time to time without further notice. **The Compendium is provided on an AS IS basis and neither CBCPO nor CAPO make any representations or warranties concerning the accuracy or completeness of any definition provided in the Compendium. Use of the information contained in the Compendium is at your sole risk.** There are no warranties by CBCPO or CAPO with respect to the Compendium, express or implied. In addition, the CBCPO and CAPO do not represent or warrant the accessibility of the site on which the Compendium is located, including that the site will be error free or be uninterrupted. **CBCPO AND CAPO SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY INFORMATION PROVIDED IN THE COMPENDIUM OR ON ITS SITE.**

#### **5.0 Personal Information**

5.1 CBCPO and CAPO will require certain personal information from you in order to ensure that you are involved in the fields of prosthetics and orthotics and meet the requirements for access to the Compendium. CBCPO and CAPO will use the collected personal information solely for the purpose of establishing and managing your use of Compendium, or as otherwise required or permitted by law. CBCPO and CAPO will disclose personal information only with consent, unless required or permitted by law.

#### **6.0 Confidentiality**

6.1 You hereby acknowledge and agree that you shall keep any and all discussions, documents, or emails exchanged through the listserv with respect to the Compendium confidential and that you shall not disclose the terms hereof to any person without the prior written consent of CBCPO and CAPO, except where required by law. This provision shall survive the termination or expiration of this agreement.

#### **7.0 Miscellaneous**

7.1 These Terms and Conditions shall be governed and construed in accordance with the laws of the Province of Manitoba and Canada applicable hereto. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Manitoba with respect to the adjudication of any dispute relating hereto

7.2 The provisions of these Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

7.3 The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect the interpretation hereof.

7.4 The parties hereby agree that these Terms and Conditions and the Application Form constitute the entire agreement between the parties relating to the subject matter hereof, and such documents supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except in writing by both parties.