

ENERGY SAFETY CANADA CERTIFIED AUDITOR'S AGREEMENT

This Agreement is made

BETWEEN:

(NAME)

("Auditor"), as more particularly described in [Schedule A](#).

AND:

ENERGY SAFETY CANADA (hereinafter, "Energy Safety"),
a federal not-for-profit corporation.

IN CONSIDERATION of Energy Safety granting or maintaining Auditor Certification or Certifications, and for other good and valuable consideration that the Parties deem to be sufficient, the Parties hereby agree to be bound as follows:

The Term of this Agreement shall be effective on April 1, 2026, and shall **expire on April 30, 2028**, in accordance with section 5.1 of this Agreement.

ARTICLE I **Definitions**

1.1 As used in this Agreement, the following terms have the following meanings and are consistent with Alberta Partnerships requirements and Energy Safety Canada standards:

"**Agreement**" means this Energy Safety Canada Certified Auditor's Agreement.

"**Approved Energy Safety Canada Audit Protocol**" is a comprehensive framework used to evaluate and ensure the effectiveness of health and safety management systems within organizations. Approved Energy Safety Canada Audit Protocols include the following:

"**Arbitrator**" An **arbitrator** in the context of Alberta Partnerships is a neutral third party who adjudicates disputes between partners based on evidence and applicable laws. The arbitrator's decision is typically binding and enforceable like a court order.

"**Audit**" "a formal evaluation of an employer's health and safety management system using an approved Energy Safety Canada audit protocol.

"**Auditor**" A certified Energy Safety Canada auditor authorized to conduct audits under the COR Program.

"**Auditor Performance Management Procedure**" refers to the guidelines established in the Energy Safety Canada Safety Audits and Certifications Manual. These procedures ensure that certified auditors and candidate auditors uphold high standards of ethical behavior and professional performance.

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"Certifying Partner" An organization approved by Alberta Labour and Immigration to certify employers under the COR Program. These partners are responsible for providing health and safety training, auditor certification, and ensuring the quality of audits.

"Conflict of Interest" Any relationship or circumstance that could compromise auditor objectivity, including employment, consulting or personal relationships with the audited employer.

"Disciplinary Process" the process defined in the Energy Safety Canada Safety Audits and Certifications Manual and Auditor Performance Management Procedure governing complaints, investigations, corrective actions and appeals.

"Energy Safety Canada Auditor Code of Ethics" Informs auditors of their ethical responsibilities and the standards of professional conduct expected by Energy Safety Canada to ensure that auditors maintain the highest standards of honesty, integrity, diligence and professionalism in their duties.

"Energy Safety Canada Decision-Makers" means the Program Managers, Managers, and any other senior management personnel functioning within or on behalf of the Energy Safety Canada Health and Safety Certification Program.

"List of Approved Arbitrators" means the roster of Arbitrators maintained by Energy Safety Canada that includes the names of persons to be chosen by the Parties in the event of an appeal to an Arbitrator as provided for in the Auditor Performance Management Procedure.

"Manager" means an individual assigned by Energy Safety Canada the duties and designation of a manager.

"Parties" means Energy Safety Canada and the Auditor, and their respective successors and permitted assigns; and "Party" means either one of them.

"Protocol" The approved COR or SECOR audit tool used for health and safety system evaluation.

ARTICLE II **Audit Process**

2.1 Scope of Work

- (a) The Auditor agrees to perform health and safety system audits according to Energy Safety Canada standards. The Auditor shall:
 - (i) Conduct audits objectively, consistently, and without bias.
 - (ii) Maintain independence and avoid any real or perceived conflict of interest.
 - (iii) Disclose any potential conflicts of interest immediately to Energy Safety Canada.
 - (iv) Adhere to minimum audit quality requirements including sampling, documentation, scoring and verification of evidence.

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2.2 Professional and Ethical Conduct

- (a) Auditors must comply with the Energy Safety Canada Code of Ethics and COR Program expectations. This includes:
 - (i) Maintaining professionalism in all employers and certifying partner interactions.
 - (ii) Ensuring accuracy, completeness, and reliability of audit findings.
 - (iii) using only approved methods of data collections.
 - (iv) Safeguarding employer data and maintaining confidentiality.
 - (v) avoiding misrepresentation or falsification of audit evidence.
 - (vi) to comply with all Energy Safety Canada audit standards, guidelines and program standards as amended from time to time.

2.3 Independence and Conflict of Interest

The Auditor must remain independent. The Auditor shall not:

- (i) Audit an employer for where a direct family relationship exists.
- (ii) Provide health and safety consulting services to an employer they will later audit, unless allowed under Partnerships rules.
- (iii) Conduct an external audit for an employer for whom they are currently employed or have worked in the past 12 months.

ARTICLE III **Auditor Disciplinary Process**

3.1 General Provisions

- (a) The Auditor hereby agrees:
 - (i) to cooperate fully in any investigation.
 - (ii) Accept findings and corrective actions as outlined in Energy Safety Canada's Performance Management procedures
 - (iii) Recognize that disciplinary outcomes may include suspension or permanent revocation of certification.
 - (iv) Understand that Alberta Partnerships will be notified of suspensions exceeding 6 months.

3.2 Disciplinary Measures and Appeals

- (a) The Auditor hereby acknowledges and agrees that:

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- (i) Energy Safety Canada Decision-Makers and Arbitrators have the authority to impose disciplinary measures on the Auditor, including, without limitation, the suspension or permanent revocation of the Auditor's Energy Safety Canada certification in accordance with the Auditor Performance Management Procedure.
- (ii) the Auditor has the right to appeal disciplinary measures to the Manager or an Arbitrator, subject to and in accordance with the provisions of the Auditor Performance Management Procedure.
- (iii) the decisions of the Arbitrator chosen by the Parties shall be final and binding on the Auditor.
- (iv) for greater clarity, disciplinary decisions that arise out of the Disciplinary Process and any resulting disciplinary measures that are imposed on the Auditor, whether made by Energy Safety Canada Decision-Makers or an Arbitrator, shall not be within the jurisdiction of any arbitrator appointed under Article 5.5 of this Agreement; and
- (v) if the Auditor is also an Energy Safety Canada Certified Instructor under a separate agreement with Energy Safety Canada, then if the Auditor is suspended as an Energy Safety Canada Certified Auditor under this Agreement, Energy Safety Canada may, in its absolute discretion, elect to suspend the Auditor as an Energy Safety Canada Certified Instructor; and, if the Auditor is also an Energy Safety Canada Certified Instructor under a separate agreement with Energy Safety Canada, if the Auditor has been suspended as an Energy Safety Canada Certified Instructor under that separate agreement, Energy Safety Canada may, in its absolute discretion, elect to suspend the Auditor as an Energy Safety Canada Certified Auditor under this Agreement.

3.3 Notification of Disciplinary Measures

- (a) The Auditor acknowledges and agrees that notification of any disciplinary measures, including, without limitation, suspension or revocation of the Auditor's Energy Safety Canada certification, may be given to any or all organizations that have received an audit from the Auditor in the twenty-four (24) months prior to the date when the disciplinary measure is imposed on the Auditor.
- (b) The Auditor acknowledges and agrees that if he or she is suspended for a period of twelve (12) months or more because of the Disciplinary Process, all Certifying Partners will be notified of that suspension by Energy Safety Canada.

3.4 Documents Received and Reviewed

- (a) The Auditor acknowledges and agrees that, prior to signing this Auditor has received and reviewed a physical or electronic copy of the following documents, or has been provided with electronic access to the following documents:
 - (i) the Energy Safety Canada Auditor Code of Ethics.
 - (ii) the Auditor Performance Management Procedure.
 - (iii) the Energy Safety Canada Safety Audits and Certifications Manual, and
 - (iv) all Approved Energy Safety Canada Audit Protocols, including:

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- (A) Certificate of Recognition Health & Safety Audit Protocol.
- (B) Small Employer Health & Safety Audit Protocol; and
- (C) Any other Audit Protocols that are approved by Energy Safety Canada from time to time.

3.5 Record Retention and Data Security

Consistent with Alberta Partnerships requirements the Auditor shall:

- (i) Retain all working papers for three (3) years
- (ii) Securely store and protect all audit materials
- (iii) Not share employer data without written authorization
- (iv) Destroy records securely after the retention period.

ARTICLE IV Waiver

4.1 Waiver of Rights

- (a) The Auditor covenants, acknowledges and agrees as follows:
 - (i) With the sole exception of the Auditor's right of appeal to an Arbitrator pursuant to Article 3.2(a)(ii) of this Agreement, and all proceedings related thereto, the Auditor hereby waives any right the Auditor has, or will have, at law or in equity, to bring, commence or maintain any cause of action, suit, claim or any other legal proceeding ("Proceedings") against Energy Safety Canada, any Arbitrator chosen by the Parties, and the employers or related entities of any Arbitrator, and their respective directors, officers, employers, employees, agents, affiliates, successors, assigns, heirs, administrators, executors and estates, and any other individuals or entities involved in or associated with any level of the Disciplinary Process (collectively, the "Participants") either collectively or singularly arising out of or connected with the Disciplinary Process. This waiver shall act as a complete and total bar to bringing, taking or maintaining of any such Proceedings in any competent jurisdiction or other administrative or Quasi-judicial forum (collectively "Forum"), and may be and is intended to be presented to any Forum as a complete and total ban on such Proceedings. The Auditor further covenants and agrees not to bring, take or maintain any Proceedings in relation to the subject matter of this waiver against any other person or legal entity that might result in a claim for indemnity or contribution against the Participants.
 - (ii) The foregoing waiver shall extend to and include all Proceedings for, or by reason of, or arising from, any matters now existing and known, or hereafter arising or discovered by reason or in respect of any fact or matter whatsoever or howsoever arising, in relation to the Disciplinary Process, whether any such fact or matter is now known to the Auditor;
 - (iii) The Participants shall be entitled to rely on this Agreement as an estoppel against any such Proceedings commenced by the Auditor against one or more of the Participants; and
 - (iv) Notwithstanding this Article, the Participants may pursue those Proceedings for which specific provision has been made in Article 5.5 of this Agreement.

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ARTICLE V
General

5.1 Governing Law

This Agreement shall be subject to the law of the Province of Alberta.

5.2 Term of Agreement

- (a) The term of this Agreement commences on the date of execution of this Agreement and terminates on the earliest of the following dates:
 - (i) when the Auditor informs Energy Safety Canada in writing that he or she will no longer be performing Audits,
 - (ii) when the Auditor ceases to comply with the requirements to maintain certification as an Energy Safety Canada-certified Auditor,
 - (iii) when Energy Safety Canada informs the Auditor in writing that his or her certification as an Energy Safety Canada-certified Auditor has been revoked in accordance with the Disciplinary Process, and (iv) when Energy Safety Canada informs the Auditor in writing that Energy Safety Canada is terminating this Agreement; and
- (b) Notwithstanding Article 5.2(a), the provisions of this Agreement that, by their nature, are intended to survive the termination, cancellation, expiration or completion of this Agreement, including all definitions, interpretation provisions, Article III, Article IV, and such other terms and conditions that are necessary to give effect to these provisions shall survive any termination, cancellation, expiration or completion of this Agreement for so long as may be required to ensure that any obligations prescribed by such provisions have been completely discharged.

5.3 Successors and Assigns

- (a) This Agreement shall be binding on the Parties, their respective successors, executors, administrators, heirs and permitted assigns; and
- (b) The Auditor shall not assign or otherwise transfer the Auditor's interest in this Agreement.

5.4 Independent Legal Advice and Acknowledgement

- (a) The Auditor acknowledges and agrees that the Auditor has been advised by Energy Safety Canada to obtain independent legal advice with respect to this Agreement, and specifically with respect to the Auditor's execution of the Waiver of Rights specified in Article IV of this Agreement, and that the Auditor has obtained such advice or has waived the need for such independent legal advice; and
- (b) The Auditor acknowledges and agrees that the Auditor has read and understood the terms of this Agreement.

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5.5 Appeal and Arbitration

- a) Auditors may appeal disciplinary decisions using the defined Energy Safety Canada appeal pathway, which includes
 - a. Internal review by Energy Safety Canada Management
 - b. External arbitration using approved arbitrators
 - c. Final and binding arbitration decisions consistent with Provincial Law.

- b) If any dispute regarding this Agreement should arise between Energy Safety Canada and the Auditor, the aggrieved Party shall inform the other Party in writing that it wishes to arbitrate the dispute. It is expressly provided in this Agreement that all disputes between Energy Safety Canada and the Auditor regarding this Agreement shall be finally settled by arbitration in accordance with the Alberta *Arbitration Act*, based upon the following:
 - (i) the arbitration panel shall consist of one arbitrator, who will be appointed by mutual agreement of the Parties within seven (7) Days following delivery of the written notice to arbitrate, or, in the event of failure to agree, either Party may apply to a judge of the Court of Queen's Bench of Alberta to appoint an arbitrator, in accordance with section 10 of the Alberta *Arbitration Act*. The arbitrator shall be qualified by education and training to pass upon the matter to be decided.
 - (ii) the arbitrator shall be instructed that time is of the essence in the arbitration proceeding.
 - (iii) after written notice is given to refer any dispute to arbitration, the Parties will meet within ten (10) Days of the delivery of the notice and will negotiate in good faith to agree upon the rules and procedures for the arbitration, in an effort to expedite the process and otherwise ensure that the process is appropriate, given the nature of the dispute and the values at risk, consistent with the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of the dispute. Failing such agreement, the rules and procedures for the arbitration shall be determined by the arbitrator;
 - (iv) the arbitration shall take place at a location that is mutually agreeable to the Parties, but failing agreement, the arbitrator shall determine the location of the arbitration.
 - (v) except as otherwise decided by the arbitrator, the fees and other costs associated with the arbitrator shall be shared equally by the adverse Parties and each Party shall be responsible for its own costs.
 - (vi) the arbitration award shall be given in writing, shall provide reasons for the decision, and shall be final and binding on the Parties, not subject to any appeal, shall be deemed to be a judgment rendered by the Courts of the Province of Alberta, and shall deal with the question of costs of arbitration and all related matters.
 - (vii) judgment upon any award may be entered in any court having jurisdiction, or application may be made to the court for judicial recognition of the award or an order of enforcement, as the case may be.

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- (viii) other than any action necessary to enforce the arbitrator's award, the Parties agree that the provisions of this Article are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any dispute arising under or in connection with this Agreement.
- (ix) all disputes referred to arbitration (including the scope of the agreement to arbitrate, any statute of limitations, conflict of laws rules, tort claims and interest claims) shall be governed by the substantive law of Alberta.
- (x) the Parties agree that the arbitration shall be kept confidential and that the existence of the arbitration and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding, except as permitted by Article 3.3 of this Agreement, or as may lawfully be required in judicial proceedings relating to the arbitration or otherwise; and
- (xi) the time limits referred to in this Article may be extended by the mutual written agreement of the Parties.

5.6 Interpretation

- (a) Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires.
- (b) Headings used in this Agreement are for convenience of reference only and shall not be used in interpreting the text; and
- (c) Time shall be of the essence.

5.7 Notice

- (a) All notices to be given under this Agreement to Energy Safety Canada shall be sent by email with confirmation of delivery or by registered mail to the last known address provided Auditor to:
corinfo@energysafetycanada.com or by registered mail to:
Energy Safety Canada
Safety Audits and Certifications
150 - 2 Smed Lane SE Calgary, Alberta T2C 4T5
Fax: (403) 516-8167
- (b) All notices to be given under this Agreement to the Auditor shall be in writing and shall be sent by registered mail to the address written by the Auditor in this Agreement.

5.8 Additional Agreements

- (a) In the event of any conflict between a provision of any other agreement among the Parties, and a provision of this Agreement, this Agreement shall prevail.

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- (b) This Agreement amends and supersedes all prior agreements executed between Energy Safety Canada and the Auditor, with the following exceptions:
- (i) this Agreement does not supersede or invalidate in any way the Audit Registration System (ARS) Forms that the Auditor has signed prior to signing this Agreement; and
 - (ii) this Agreement does not supersede or invalidate in any way agreements between the Auditor and Energy Safety Canada regarding disciplinary measures that Energy Safety Canada has taken against the Auditor prior to the signing of this Agreement.

5.9 Modification of Agreement

This Agreement may not be amended or modified in any way except by written instrument signed by the Auditor and Energy Safety Canada.

5.10 Severability

In the event that any provision(s) of this Agreement is held to be invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such provision(s) shall be automatically revised and reduced in scope so as to be valid and enforceable and failing which, such provision(s) shall be deemed to be severed from this Agreement without affecting or impairing the validity of any other provision herein.

5.11 Governing Law

This Agreement shall be governed by and is to be interpreted by the laws of the province of Alberta and the federal laws of Canada applicable thereto.

5.12 Independent Legal Advice

The Parties have had the opportunity to seek and obtain independent legal advice with respect to the matters addressed in this Agreement and acknowledge that the terms of this Agreement, being contractual and not mere recitals, have been read and are fully understood by each Party.

5.13 Termination of Agreement

Energy Safety Canada may terminate this Agreement if the Auditor:

- Fails to meet certification maintenance requirements.
- Violates ethical, procedural, or quality standards
- Engages in misconduct that undermines program integrity.

5.14 Counterparts and Electronic Execution (Original and Amendments)

This agreement and any amendments (including renewals) may be executed in any number of counterparts, each of which will be deemed original, and all of which taken together will be deemed to constitute one and the same instrument. The Agreement and any amendments (including renewals) may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

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