




**APPROVAL AGREEMENT BETWEEN
INSURANCE CORPORATION OF BRITISH COLUMBIA
AND
DRIVER TRAINING SCHOOL**

This Agreement is made by and between:

INSURANCE CORPORATION OF BRITISH COLUMBIA
(hereinafter referred to as ICBC)

and

 **[Owner's Name (if DBA)]**
[SCHOOL NAME]
[Address]
[City], BC [Postal Code]
(hereinafter referred to as the Driver Training School)

WHEREAS:

- A. The Driver Training School conducts an approved driver education course to train individuals wishing to obtain a Class 7 or 8 novice driver's licence (an "Approved Course").
- B. Under the terms and conditions of this Agreement, ICBC may allow a reduction in the novice stage waiting period which is set out in more detail in section 3 of this Agreement.

NOW THEREFORE, ICBC and the Driver Training School, in consideration of their mutual duties and responsibilities to one another hereinafter set forth, agree to the following:

1. DEFINITION

In this Agreement, the following term has the meaning set out below:

"Pilot Course" means a course conducted by a Driver Training School that is evaluated by ICBC to ensure that the course is effectively and appropriately delivered according to established program standards and requirements.

2. THE DRIVER TRAINING SCHOOL AGREES TO:

- a) Approval
Issue a Declaration of Completion to an individual who has successfully completed an Approved Course as set out in this Agreement, only in accordance with the provisions of this Agreement and any supplementary requirements or conditions as may be given by ICBC to the driver training school in writing from time to time.

b) Curriculum Requirements

Conduct training in accordance with this Agreement including the attached Schedule(s). ICBC reserves the right to make changes to the attached Schedule(s) upon 30 days written notice to the Driver Training School.

c) General Delivery Requirements

- i) Not deliver more than four hours of practical instruction in any one day to a student;
- ii) Not deliver more than six hours of classroom instruction in any one day to a student;
- iii) Not deliver more than two hours of continuous practical instruction to a student without a minimum 15 minute break;
- iv) Not deliver more than 90 minutes of continuous classroom instruction to a student without a minimum 10 minute break;
- v) Not deliver more than eight hours of combined practical and classroom instruction to a student, inclusive of breaks, in any one day;
- vi) Not include time spent on breaks, observing the practical instruction of other students, or time spent on official ICBC road tests as counting towards course time requirements;
- vii) Only deliver an Approved Course that is not less than 14 days and not more than 365 days in duration and communicate these requirements to each student prior to starting an Approved Course;
- viii) Not instruct more than 25 students per instructor in any one classroom session;
- ix) Not instruct more than 40 students total in any one classroom session;
- x) Provide a learning space equipped with a seat and solid writing surface for each student in a classroom;
- xi) Provide classroom space that is used exclusively as a classroom while a class is in session;
- xii) Provide a minimum of 1.5 square metres (16.15 sq. ft.) of floor space for each student in a classroom;
- xiii) Provide a minimum of four square metres (43.06 sq. ft.) of floor space for each instructor in a classroom;
- xiv) Complete a mid-course and final assessment with each student using the Competency Checklist;
- xv) Provide each student leaving a course for another Approved Course a signed copy of their Competency Checklist indicating the number of hours completed and learning outcomes achieved to the date of leaving;
- xvi) Before issuing a Declaration of Completion to a student, confirm that:
 - A. the minimum hours of instruction have been completed as set out in the attached Schedule(s); and
 - B. the student has achieved the course competencies to the standards set out in the attached Schedule(s) as evidenced by a completed Competency Checklist.
- xvii) Provide each student successfully completing an Approved Course with a completed, signed and stamped Declaration of Completion.

d) Instructors

Use only instructors who meet the requirements set out in the attached Schedule(s).

e) Statutory

Conform with all applicable Statutes and Regulations, including those of the Government of Canada, Province of British Columbia and bylaws of the city, municipality, town, village or Regional District, including, but not limited to, those relating to public health, safety, lighting, heating, ventilation and sanitation; at which the Driver Training School is located or at which the Driver Training School conducts training.

f) Indemnification

Indemnify and save harmless ICBC, its servants, agents and employees from and against all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Driver Training School, employees or agents of the Driver Training School for whom the Driver Training School has assumed responsibility in the performance or purported performance of this Agreement.

g) Forms

- i) Utilize such forms as required by ICBC from time to time.

- ii) Maintain safe custody and control of unissued Declaration of Completion forms and report in writing to ICBC any loss, theft, or destruction of unissued Declaration of Completion forms within 10 days of becoming aware of the loss, theft or destruction.
- h) Communication
Have a telephone and/or answering device through which ICBC may communicate with the Driver Training School.
- i) Vehicle Condition
Ensure that its vehicles conform with current statutes and regulations and bear valid licence plates, registration and insurance forms, and mechanical inspection certificates as required.
- j) Personnel
 - i) Provide ICBC with the names and sample signatures of the persons appointed by the Driver Training School as signing authorities. Signing authority is defined as persons authorized by the Driver Training School to sign statements regarding the conduct of an Approved Course.
 - ii) Provide ICBC with the names and driver's licence numbers of all persons appointed by the Driver Training School as instructors.
- k) Change of Personnel
Notify ICBC in writing, within 10 days of any change of personnel who act as signing authority and provide ICBC with the person's sample signature.
- l) Records
 - i) In addition to maintaining student records as specified in Division 27 of the Motor Vehicle Act Regulations, include a copy of the completed Declaration of Completion and Competency Checklist(s) in each student file.
 - ii) In addition to maintaining instructor records as specified in Division 27 of the Motor Vehicle Act Regulations, document the dates and hours of instruction by each instructor delivering a component of an Approved Course in school instructor records.
 - iii) Maintain a log indicating all Declaration of Completion forms issued to, and by, the Driver Training School, including:
 - A. the form number;
 - B. the date the form was received by the Driver Training School;
 - C. the date the form was issued, voided (voided forms must be kept on file), lost, stolen or destroyed (lost, stolen or destroyed forms must be reported to ICBC); and
 - D. if the form was issued, the name and driver's licence number of the student to whom the form was issued.
 - iv) Keep all records for students taking, or having taken, an Approved Course separate from all other school records.
 - v) Retain all student and instructor records for a period of not less than six years at the Driver Training School's registered office.
 - vi) Make all student records, instructor records and course application materials compiled within the last six years available to ICBC within 10 days of receipt of a request from ICBC.
- m) Course Approval Status
 - i) Allow ICBC to disclose to the general public the name, address and phone number of the school, the class of instruction provided, and the school's course approval status.
 - ii) Post and keep posted in a conspicuous place at each place of business where the Approved Course is delivered, a driver training school licence with a GLP designation.

3. ICBC AGREES TO:

Allow a six month reduction in the minimum novice stage period where an individual, before obtaining a novice driver's licence

- i) has successfully completed an Approved Course in accordance with this Agreement and as evidenced by a Declaration of Completion issued by the Driver Training School, and provided the Driver Training School is in compliance with the terms of this Agreement; and

- ii) has remained free of violations and at-fault crashes during the first 18 months of their novice stage.

4. PILOT COURSE:

The Driver Training School must conduct an Approved Course at least once during any two year period in order to remain current. If at any point more than two years has passed since the Driver Training School conducted an Approved Course, ICBC may require the Driver Training School to re-submit its curriculum for approval and conduct a Pilot Course prior to renewing this Agreement.

5. TERM OF AGREEMENT:

This Agreement is effective on the date the Agreement is signed on behalf of ICBC, as noted on page 5, and shall remain in effect until midnight of the expiry date of the Driver Training School's licence, as noted on page 5, unless terminated by ICBC or the Driver Training School in accordance with the terms and conditions identified in this Agreement.

The Driver Training School may not deliver an Approved Course after this Agreement ends or is terminated. A Declaration of Completion may only be issued to a student who starts and completes an Approved Course during the term of this Agreement, or to a student who started an Approved Course during the term of a previous agreement between ICBC and the Driver Training School authorizing the Driver Training School to offer an Approved Course, and who completes the Approved Course during the term of this Agreement.

6. TERMINATION OF AGREEMENT:

- a) The Driver Training School may terminate this Agreement at any time by giving notice in writing to ICBC.
- b) ICBC may terminate this Agreement at any time by giving not less than 30 days notice in writing to the Driver Training School.
- c) Despite (b), if the Driver Training School contravenes any condition or provision of this Agreement or any provision of the Motor Vehicle Act or regulations, ICBC may terminate this Agreement with or without notice.
- d) This Agreement is automatically terminated if the Driver Training School's licence is suspended or cancelled.

7. NOTICES:

- a) Notices and communications in writing required or desired to be given pursuant to this Agreement shall be mailed to ICBC at the following address:

**Driver Training Unit
Insurance Corporation of British Columbia
P.O. Box 3750
Victoria, BC V8W 3Y5**

and to the Driver Training School at the address shown on the first page of this Agreement, or at such other address as either party may give notice to the other party in writing.

- b) Notices shall be deemed to have been given when delivered, or 48 hours after mailing in British Columbia.

8. ENTIRE AGREEMENT:

- a) This Agreement, which includes the Schedule(s) hereto, constitutes the sole and entire agreement between ICBC and the Driver Training School relating to the authority to offer an Approved Course as set out in this Agreement. This Agreement supersedes and replaces all previous agreements entered into between ICBC and the Driver Training School relating to the authority to offer an Approved Course.
- b) Except as otherwise noted in this Agreement, no other terms or conditions shall form a part hereof, and this Agreement shall not be modified except by subsequent agreement in writing, duly signed by both parties.

9. ASSIGNMENT:

- a) The Driver Training School may not assign this Agreement or any part of it.
- b) Any change in the control of the Driver Training School shall be deemed to be an assignment.

10. BINDING EFFECT:

This Agreement shall enure to the benefit of, and be binding upon, the respective parties, their successors and permitted assigns.

11. APPLICABLE LAW:

This Agreement shall be interpreted in accordance with the laws of the province of British Columbia.

12. SEVERABILITY:

The invalidity of any particular provision of this Agreement shall not affect any other provision hereof, but the Agreement shall be continued as if such invalid provision were omitted.

13. HEADINGS:

The headings in this Agreement are for convenience only and do not form part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

IN WITNESS WHEREOF the parties have executed this Agreement, which has attached to it Schedule(s) **7 and/or 8**, effective the day and year identified below:

SIGNED AND DELIVERED BY THE DRIVER TRAINING SCHOOL:

Name and Title:(Please print name and title) _____

Signature: _____ Date: _____

Name of Witness: (Please print name of witness) _____

Signature: _____ Date: _____

AND SIGNED ON BEHALF OF ICBC:

Name and Title: Tom Corsie, A/Manager, Driver Training Unit

Signature: _____ Date: _____

EFFECTIVE DATE OF AGREEMENT: _____

EXPIRY DATE OF AGREEMENT: _____