



Termination of Membership Policy

1. DEFINITIONS

1.1. In the Termination of Membership Policy, except as context otherwise requires,

- (a) “**Association**” means the Languages Canada Association,
- (b) “**Board**” means the board of directors of the Association,
- (c) “**Change of Ownership**” occurs when a Member sells the majority or all of its shares and/or the majority or all of its assets to a non-member of the Association,
- (d) “**Code of Conduct**” means the Code of conduct of the Association,
- (e) “**Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy**” means the good character requirements, qualifications and conflicts of interest disclosure policy approved by the Board,
- (f) “**Governor**” means senior staff members in positions of leadership, including all directors, members occupying a role equivalent to that of a director, trustees, partners, officers, owners and senior members of staff responsible for academic issues, marketing, administration, finance, student fee trust funds or student services in a given corporation or other legal entity with its primary purpose being the provision of training in English as a second/foreign language or French as a second/foreign language. For public sector members, Governor means senior staff members responsible for the member program,
- (g) “**Members**” includes a full Member, novice Member, Listed Member and Assisted Member of the Association,
- (h) “**Membership Compliance Policy**” means the membership compliance policy approved by the Board and ratified by the Members,
- (i) “**Quality Assurance Scheme**” means the quality assurance scheme owned by the Association,
- (j) “**Transfer of Ownership Policy**” means the transfer of ownership policy approved by the Board, and

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(k) “**Vendor**” means the Member subject to a Change of Ownership.

2. RESIGNATION

2.1. Members may voluntarily resign from the Association.

Written Resignation

2.2. In order to resign from the Association, Members must deliver a written resignation to the secretary of the Association or to any other person whom the president of the Association so designates and lodge a copy of the same with the secretary of the Association or with any other person whom the president of the Association so designates.

2.3. The written resignation must identify the resigning Member, their relevant language programs, locations and the date.

Effect of Written Resignation

2.4. Upon receipt of the written resignation by the secretary of the Association or by any other person whom the president of the Association so designates, the following will occur:

(a) the Association will notify the resigning Member of receipt;

(b) The resigning Member will immediately cease to be a Member of the Association;

(c) the Association will remove the resigning Member from and revoke the resigning Member’s access to the Association portal and all other the Association platforms;
and

(d) the Association will notify, at its sole discretion, the relevant public organizations, private organizations, governmental organizations, affiliated organizations and partners of the Member’s resignation.

Renunciation of any Right to Refunds

2.5. In the event of resignation from the Association, the resigning Member renounces any right it may have to refunds from the Association.

2.6. The Association will accordingly remit no refund whatsoever to a resigning Member.

Intellectual Property

2.7. Upon resignation from the Association, the resigning Member will, as of sending their written resignation, cease using all intellectual property belonging to the Association including, without limiting the generality of the foregoing, trademarks, patents, copyrighted materials, brands, designs, images, mottos and logos. For greater clarity, the resigning Member will, without limiting the generality of the foregoing, immediately remove any mention of the Association and its images from their website, promotional material and any other relevant material whether in digital or in printed format.

3. FORCED TERMINATION

3.1. Membership in the Association will terminate for a Member when that Member:

- (a) Ceases to meet the accreditation requirements, as provided in the Quality Assurance Scheme;
- (b) Is required to resign by a Special Resolution as defined in Association By-Law NO. 1;
- (c) fails to meet the obligations required of it under the Association's by-laws, as determined by the Board acting reasonably, and such determination will be final, without the need for approval by the Association Members.

3.2. The Association may, at its sole discretion, unilaterally terminate the membership of any Member who:

- (a) Breaches any of the Association Policies, Bylaws or Code of Conduct;
- (b) Fails to pay any application fees, membership fees, accreditation fees and other fees that the Board may prescribe from time to time, within ninety (90) days of invoicing;
- (c) Has Governor(s) that engage in inappropriate conduct with students as provided in the Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy;
- (d) Has Governor(s) that are not of good character as provided in the Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy;

- (e) Has Governor(s) that fail to provide the Association with an affidavit, on a yearly basis, in which they warrant that they are of good character as provided in the Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy;
- (f) Has Governor(s) that fail to disclose, whether prior to or during membership, any conflicts of interest as provided in the Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy;
- (g) Has unqualified Governor(s) as provided in the Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy;
- (h) Refuses to allow the independent body selected by the Board access to their premises in order to complete either an accreditation compliance audit, comprehensive site visit or maintenance review as provided in the Membership Compliance Policy;
- (i) Fails to collaborate with the independent body selected by the Board during an audit;
- (j) Knowingly supplies false or misleading information to the Association and any independent body selected by the Board;
- (k) Fails to participate in the Association conferences at least once every two (2) years as provided in the Membership Compliance Policy;
- (l) Fails to provide the Association with a signed Code of Conduct on an annual basis;
- (m) Acts, whether directly or indirectly, in a manner that conflicts with the mission of the Association. Without limiting the generality of the foregoing, this includes adopting business practices that directly or indirectly conflict with the mission of the Association; and
- (n) Fails to adhere to the Transfer of Ownership Policy.

Effect of Termination

- 3.3. In the event that the Association exercises its right to unilaterally terminate the membership of a given Member, it will notify the concerned Member in writing.
- 3.4. The Association will accordingly remove the concerned Member from and revoke access to the Association portal and all other the Association platforms.
- 3.5. The Association will notify, at its sole discretion, the relevant public organizations, private organizations, governmental organizations, affiliated organizations and partners of the Member's terminated membership.
- 3.6. A Member may not reapply for membership for a period of two (2) years if its membership was terminated pursuant to Section 2 herein.

No Right to Refunds

- 3.7. In the event of termination from the Association, the terminated Member loses any right it may have to refunds from the Association.
- 3.8. The Association will accordingly remit no refund whatsoever to a terminated Member.

Intellectual Property

- 3.9. Once membership is terminated, the terminated Member is prohibited from using all intellectual property belonging to the Association including, without limiting the generality of the foregoing, trademarks, patents, copyrighted materials, brands, designs, images, mottos and logos. For greater clarity, the terminated Member will, without limiting the generality of the foregoing, immediately remove any mention of the Association and its images from their website, promotional material and any other relevant material whether in digital or in printed format.

4. TRANSFER OF OWNERSHIP

- 4.1. In the event that a Vendor ceases to be a Member of the Association as provided in the Transfer of Ownership Policy, the following will occur:
 - (a) the Association will remove the Vendor from and revoke the Vendor's access to the Association's portal and all other Association platforms; and
 - (b) the Association will notify, at its sole discretion, the relevant public organizations, private organizations, governmental organizations, affiliated organizations and partners of the Member's resignation.

No Right to Refunds

- 4.2. In the event that a Vendor ceases to be a Member of the Association as provided in the Transfer of Ownership Policy, the Vendor loses any right it may have to refunds from the Association.
- 4.3. The Association will accordingly remit no refund whatsoever to the Vendor.

Intellectual Property

- 4.4. Once membership ceases, the Vendor is prohibited from using all intellectual property belonging to the Association including, without limiting the generality of the foregoing, trademarks, patents, copyrighted materials, brands, designs, images, mottos and logos. For greater clarity, the Vendor will, without limiting the generality of the foregoing, immediately remove any mention of the Association and its images from their website, promotional material and any other relevant material whether in digital or in printed format.

5. AMENDMENT

- 5.1. The Board may, from time to time, amend the Termination of Membership Policy at its sole discretion and without prior notice.

6. EFFECTIVE DATE

- 6.1. The Termination of Membership Policy will take effect on March 1st, 2025.