

# Languages Canada

## Transfer of Membership Policy

### 1. DEFINITIONS

- 1.1. In this Transfer of Membership Policy, unless the context otherwise requires:
- (a) “Association” means the Languages Canada Association;
  - (b) “Board” means the board of directors of the Association;
  - (c) “Business Day(s)” means any day other than a Saturday, Sunday, or public holiday in the Province in which the change of ownership will legally occur, on which chartered banks are open for business in that Province;
  - (d) “Transfer of Membership” means the transfer of the Languages Canada membership from the Vendor to the Purchaser.
  - (e) “Change of Ownership” occurs when a Member sells or otherwise seeks to transfer the majority or all of its shares and/or the majority or all of its assets;
  - (f) “Conditions of Membership” means the conditions of membership approved by the Board and ratified by the Members;
  - (g) “Date of Change of Ownership” means the date on which the Change of Ownership occurs;
  - (h) “Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy” means the policy approved by the Board;
  - (i) “Governor” means senior staff members in positions of leadership, including directors, trustees, partners, officers, owners, and senior staff responsible for academic matters, marketing, administration, finance, student fee trust funds, or student services. For public sector members, Governor refers to senior staff members responsible for the member program;

- (j) “Transfer Accreditation Review” means a focused accreditation review conducted following a Change of Ownership to confirm continued compliance with the Languages Canada standard;
  - (k) “Members” includes Full Members, Novice Members, Listed Members, Assisted, and Affiliate Members of the Association;
  - (l) “Purchaser” means the corporation, person, or other legal entity that acquires the Vendor;
  - (m) “Vendor” means the Member subject to a Change of Ownership; and
  - (n) “Conflicts of Interest” means that a Governor or a Governor’s close relative (person not at arm’s length) has an interest in a transaction that either directly or indirectly conflicts with the mission of the Association, the interests of students or the interests of the Institution.
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## **2. NON-DISCLOSURE AGREEMENT**

- 2.1. The Association, the independent accrediting body selected by the Board, the Purchaser, the Vendor, and any relevant Governors shall execute the Transfer of Membership Non-Disclosure Agreement to ensure the confidentiality of the transfer process. The Transfer of Membership Non-Disclosure Agreement must be signed by all applicable parties before discussions regarding the transfer can commence. If all relevant parties do not sign the Transfer of Membership Non-Disclosure agreement, the Transfer of Membership process will not proceed.
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### **3. NOTIFICATION OF CHANGE OF OWNERSHIP**

- 3.1. The Vendor and the Purchaser must collectively notify the Association in writing of the transfer of ownership within five (5) Business Days following the date of Change of Ownership.
  - 3.2. Failure to provide notice within five (5) Business Days shall result in the immediate termination of accreditation and membership, without notice.
  - 3.3. The Vendor and/or the Purchaser may inform Languages Canada of the intent to transfer membership at any point in the transfer process in order to clarify membership requirements and other matters involving the Association.
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### **4. TYPE OF PURCHASE**

To transfer Languages Canada membership, only share purchases are considered. Asset purchases will result in termination of membership.

#### **4.1. Required Submissions**

Within five (5) Business Days following the date of Change of Ownership, the Purchaser must submit the following documentation to the Association:

- (a) A completed Languages Canada Transfer of Membership Application and payment of a \$500 fee;
- (b) A bank reference and an appropriate credit report, or a Chartered Accountant's statement of solvency based on professionally prepared financial statements;
- (c) Signed attestation that all Governors are of good character, in accordance with the Good Character Requirements, Qualifications and Conflicts of Interest Disclosure Policy (see Appendix 2);

- (d) Signed attestation confirming continuing adherence to the requirements of the Languages Canada Quality Assurance Scheme and associated standard (see Appendix 3); and
- (e) Written disclosure of any Conflicts of Interest involving any Governors.

#### 4.2. Failure to Submit Documentation

If the required documentation is not fully submitted within five (5) Business Days of the Date of Change of Ownership, membership and accreditation shall be terminated.

#### 4.3. Final Decision Timing

Prior to formally approving the transfer, Languages Canada may request additional clarifications or other evidence of good character based on the documentation provided. The Transfer of Membership application shall not be considered complete until all required information as requested by Languages Canada has been provided. Languages Canada shall set due dates for any necessary clarifications or evidence of good character.

Languages Canada shall approve or deny the application for transfer of membership within fifteen (15) Business Days of receiving the complete application.

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## 5. TRANSFER ACCREDITATION REVIEW

- 5.1. The Purchaser must undergo a Transfer Accreditation Review conducted by the independent accreditation body selected by the Board.
- 5.2. Failure to successfully complete the Transfer Accreditation Review shall result in termination of accreditation and membership.
- 5.3. The Transfer Accreditation Review **must be completed no sooner than three (3) months and no later than six (6) months following the Date of Change of Ownership, regardless of the membership expiry date.**

- 5.4. The Transfer Accreditation Review shall focus on governance, staffing, and operational continuity to ensure compliance with Languages Canada's Quality Assurance Framework.
  - 5.5. Failure to successfully complete the Transfer Accreditation Review will result in termination of membership in accordance with the Termination of Membership Policy.
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## **6. FEES AND SEAF CONTRIBUTION**

- 6.1. The Purchaser must pay all applicable application, accreditation, and administrative fees prescribed by the Board and the independent accreditation body selected by the Board.
  - 6.2. The Purchaser must pay to Languages Canada a non-refundable \$500 application fee for the Transfer of Membership application.
  - 6.3. The Purchaser must contribute \$2.00 for each student week reported to Languages Canada in the previous calendar year by the Vendor, to a maximum of \$10,000, to the Languages Canada Student Education Assurance Fund (SEAF) within thirty (30) days of invoicing by Languages Canada. The SEAF contribution is fully refundable if the Transfer of Membership is not approved by Languages Canada.
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## **7. DEEMED TRANSFER OF MEMBERSHIP**

- 7.1. Upon receipt, review, and approval of the documentation listed in Section 4.1 and confirmation of all payments pursuant to Section 6, the membership shall be deemed to have transferred to the Purchaser, subject to the Purchaser's ongoing compliance with this Policy.
- 7.2. The Transfer Accreditation Review is not a condition of the Transfer of Ownership and shall not delay or prevent the transfer once the requirements in Section 7.1 have been satisfied.

- 7.3. Notwithstanding Section 7.2, the Purchaser remains obligated to successfully complete the Transfer Accreditation Review in accordance with Section 6, and continued membership is subject to compliance with this Policy and the Conditions of Membership.
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## **8. PUBLIC SECTOR MEMBERS**

- 8.1. This policy does not apply to Public Sector Members as defined in Languages Canada Association By-Law No. 1.
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## **9. AMENDMENTS**

- 9.1. The Board may amend this Transfer of Membership Policy from time to time at its sole discretion.
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## **10. EFFECTIVE DATE**

- 10.1. This Transfer of Membership Policy is effective **June 30, 2026**.
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## Appendix 1 – Transfer Accreditation Review

- The independent body selected by the Board conducts a Transfer Accreditation Review following a Change of Ownership
- The review focuses on:
  - Governance and Governors
  - Staffing and operational continuity
  - Ongoing compliance with the accreditation standard
  - The independent body issues an invoice for the interim review
  - Following the review, the independent accreditation body will issue either:
    - **A Confirmation of Continued Compliance**, or
    - **A Notice of Required Corrective Action**
  - Failure to adequately address deficiencies may result in termination of membership under the Termination of Membership Policy

## Appendix 2 — Good Character Attestation Requirement 4.1(c)

- We, the Purchaser of \_\_\_, attest that the following individuals are Governors of \_\_\_:  
  
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- We further attest that all Governors are of good character, providing that:
  - They were never convicted of a penal or criminal offence in any way connected with the mission of the Association including, without limitation, fraud, dishonesty or violence, or being a current defendant in criminal proceedings that suggests they are unable to act in accordance with the mission of the Association;
  - They act in accordance with the mission of the Association;
  - They act with honour, dignity, integrity, respect, moderation and courtesy in the performance of their duties;
  - They engage in their professional activities with competence;
  - They act at all times in the best interests of students;
  - They avoid all methods and attitudes likely to give a profit-seeking character in order to enrich themselves while putting student well-being and rights at risk;
  - They do not, by any means whatsoever, make or allow to be made a representation that is false or misleading, that amounts to coercion, duress, or harassment or that seeks to take advantage of a Vulnerable Person;
  - They do not claim specific qualities or skills relating, in particular, to their competence or to the extent or efficiency of their Language Program, unless they can substantiate those claims with objective metrics; and
  - They do not engage in inappropriate conduct with students. For greater clarity, this includes, without limiting the generality of the foregoing, sexual misconduct, harassment, and violence.

## Appendix 3 — Accreditation Attestation Requirement 4.1(d)

We, the Purchaser of \_\_\_, hereby attest that we will continue to operate and maintain the accredited program in conformity with the requirements of **Languages Canada Quality Assurance Scheme and associated standard**, and will ensure ongoing compliance with all applicable requirements, including maintaining necessary processes, controls, and records.

We confirm that documentation, process, leadership or other changes will only be made with proper evaluation and, where required, notification to Orion Assessment Services International Inc. or Languages Canada.

We understand that failure to maintain compliance may affect the validity of accreditation.