THIS AGREEMENT, made in duplicate, for **COVID-19 Vaccine Administration and use of the Provincial COVID-19 Vaccine Solution** is effective as of this December 30, 2020.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the MINISTER OF HEALTH

("Ministry")

and

[insert Organization]

(the "Organization" or "User")

Background

1. The Agreement establishes the terms and conditions under which the Ministry and the Organization may work together to administer the Vaccines to the people of Ontario.

2. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Organization agree as follows:

1. Definitions

In the Agreement, the following terms will have the following meanings:

"Acceptable Use Policy" means the acceptable use policy attached as Schedule B to this Agreement, containing terms and conditions in respect of an End User's access to and use of the Solution, as amended from time to time.

"**AEFI**" means adverse events following immunization.

"**Agreement**" means this **COVID-19 Administration and Use of Provincial COVID-19 Vaccine Solution** agreement including the attached Schedule A (General Terms and Conditions of Use of the Solution), Schedule B (Acceptable Use Policy), Schedule C (Privacy and Information Management Annex – "End User Agreement"), Schedule D (Relevant PHI, Schedule E, (Requested Information), Schedule F (Consent Form), and any amendments.

"**Applicable Law**" means all applicable laws, including any statute, regulation or by-law, directive, rule, requirement, policy having the force of law, order, judgment, injunction, award or decree of any governmental authority which is binding on the Parties and in effect from time to time, including all applicable provincial and federal laws and regulations. For greater certainty Applicable Law includes the HPPA and PHIPA.

"Claims" means any and all:

(a) liabilities, losses, costs, damages (including any incidental, indirect, special or consequential damages);
(b) any loss of use, loss of revenue or loss of profit; or

(c) expenses (including legal, expert and consultant fees).

"Consent Form" means the consent form for the administration of COVID-19 Vaccines as attached in Schedule F, or as may be later approved in writing by the Ministry of Health.

"**Documentation**" means documents, whether in printed or electronic form, including installation guides, instructional materials, layouts, maintenance materials, manuals, system documentation, training materials, and user guides, and includes all developments and modifications to the above.

"**Effective Date**" means the date set out at the top of the Agreement.

"**End User(s)"** includes any Organization Personnel who are acting on behalf of, and are authorized by the User, to access or use the Solution in accordance with and subject to the terms of the Agreement. This includes End Users who work at organizations at which the Organization will be administering the Vaccine but who are not affiliated with the Organization. In this regard, the Organization is not responsible for the conduct of any End User who is not its employee or otherwise affiliated with it.

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31* and its regulations, as amended from time to time.

"**Organization Personnel"** means, individuals who provide services to the Organization or any of its subcontractors in connection with the administration of the Vaccine, whether as employees, agents or independent contractors, and individuals who are assigned by the Organization to perform services required by the Organization for the administration of the Vaccine. For greater certainty, Organization Personnel includes the End User if the individual is affiliated with the Organization.

"HPPA" means the *Health Protection and Promotion Act, R.S.O. 1990, c. H.7* and its regulations, as amended from time to time.

"**Incident**" means any inappropriate or unauthorized access to or use of the Solution which has, or may have, resulted in a breach of the Agreement or applicable laws and includes, but is not limited to the loss, theft or unauthorized access to the Solution, Personal Information, Ontario Confidential Information, or breaches of Intellectual Property Rights.

"Intellectual Property" means intellectual property, industrial and intangible of whatever nature and kind in any jurisdiction, including software, trademarks, official marks, brand names, business names, trade names, domain names, trading styles, logos, trade secrets, inventions, innovations, discoveries, developments, formulae, product formulations, compositions of matter, databases, works of authorship, works subject to copyright, guides, manuals and designs, and including modifications to any of the foregoing, in all cases whether patented or patentable, whether registered or unregistered, and in any medium whatsoever.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56* and its regulations, as amended from time to time.

"Moral Rights" has the same meaning as in the *Copyright Act* (Canada), as amended or replaced from time to time, and includes comparable rights in applicable jurisdictions.

"O Reg 329/04" means Ontario Regulation 329/04 (General) made under PHIPA, as amended from time to time.

"Ontario Confidential Information" means any technical, business, financial, personal, employee, operational, scientific, research or other information or data of the Ministry and its subcontractors in whatsoever form or media, whether in writing, electronic form or communicated orally or visually that, at the time of disclosure is designated as confidential (or like designation), or by its sensitive nature should be treated as confidential, or if it were information of the User, would be treated as confidential information by the User.

"Organization Premises" means sites of the Organization.

"**Party**" means either the Ministry or the Organization, as the case may be, and "**Parties**" means the Ministry and the Organization.

"Personal Health Information" or "PHI" shall have the meaning given to it in the *Personal Health Information Protection Act, 2004, S.O. 2004, c. 3. Sched. A* and its regulations, as amended from time to time.

"**Personal Information**" means all recorded information that is about an identifiable individual or is defined or deemed to be "**personal information**" pursuant to any laws or regulations related to privacy or data protection that are applicable to the Ministry, the User or End Users (including, without limitation, any information that constitutes "**personal information**" as such term is defined, from time to time, pursuant to FIPPA, or "**personal health information**" as such term is defined, from time to time, pursuant to PHIPA).

"PHIPA" means the *Personal Health Information Protection Act, 2004, S.O. 2004, c. 3. Sched. A* and its regulations, as amended from time to time.

"PHIPA Agent" means an agent of the Ministry, as the word "agent" is defined in Section 2 of PHIPA, as may be amended from time to time;

"Proceeding" means any action, claim, demand, lawsuit, or other legal proceeding, whether in a court or before an administrative tribunal.

"Purpose" means:

(a) carrying out or facilitating the COVID-19 vaccination program in Ontario; and

(b) any other purpose authorized by the Ministry in writing.

"Record", for the purposes of the Agreement, means any recorded information, including any Personal Information, in any form:

(a) provided by the Ministry to the User or provided by the User to the Ministry, for the purposes of the Agreement;
(b) accessed by the User from the Solution, or provided by the User to the Solution;
(c) acquired by the User in the performance of the Agreement; or
(d) created by the User in the performance of this Agreement (except for information that will form the basis of the User's financial statements to the extent that information is not required by the User to perform any rights or obligations under this Agreement).

"Relevant PHI" means the Personal Health Information listed in Schedule D hereto entitled "Relevant PHI"

"**Solution**" means the platform called the "Provincial COVID-19 Vaccine Solution-$COVAX_{ON}$" and such extensions to the platform, as may be owned by, licensed or subscribed to by the Ministry or its third party service providers, and the software applications, software tools, methodologies and computer programs, including both object and source code, unless otherwise specified, executable or non-executable including any reusable code, libraries, routines, sub-routines, utilities, related Documentation and any hardware required to use the software provided by the Ministry.

"**Vaccine**" means a Health Canada approved publicly funded COVID-19 vaccination.

2. General Vaccine Administration Obligations

2.1 The Ministry will provide the Organization access to the Vaccines it is to administer, direction as to which members of the public ought to receive priority access to the Vaccines it receives,

and access to the Solution for the purpose of recording the Relevant PHI and other Requested Information as directed by the Ministry.

2.2 When storing and handling the Vaccine the Organization shall:

2.2.1 Follow the Vaccine storage and handling guidelines as instructed by the Vaccine manufacturer and/or Heath Canada;

2.2.2 Not transport the Vaccine unless (i) in accordance with manufacture and/or Health Canada guidelines or (ii) for the purpose of administering the Vaccine to members of the public who reside in a home, facility, or other site outside of Organization premises which the Organization has been asked to support with Vaccine administration, or as expressly directed, in writing, to do so by the Ministry or applicable Medical Officer of Health of a Local Board of Health;

2.2.3 Ensure that any Vaccine freezer(s) used to store the Vaccines are:

2.2.3.1 continuously monitored and maintained in accordance with policies and procedures to ensure the security of the Vaccine at all times; and

2.2.3.2 not used to store Vaccines that have not been allocated, ordered and received by the Organization;

2.2.4 Report/record status of Vaccines and diluents as outlined in the Vaccine Storage and Handling Guideline for the Vaccine provided by the Ministry, including inventory doses upon doses received, unused doses, spoiled, expired or wasted;

2.2.5 Provide, upon request of the Ministry, information about the Organization's Vaccine freezer(s) that will be used to store the Vaccine; and

2.2.6 Submit temperature logs for all Organization freezer(s) storing the Vaccine as stipulated by the applicable Medical Officer of Health of a Local Board of Health.

2.3 Prior to administering any Vaccines, the Organization will ensure it has the following:

2.3.1 A process in place to ensure each individual who receives the Vaccine is properly screened for clinical contraindications to Vaccine administration;

2.3.2 A process in place to ensure each individual who receives the Vaccine has access to accurate information about the specific Vaccine the person is to receive including details about its efficacy and side effects; and

2.3.3 A process in place to ensure the Vaccine recipient or someone on his or her behalf has consented to receive the Vaccine.

2.4 The Organization shall ensure Vaccines are administered in accordance with:

2.4.1 All applicable Ministry direction or direction, guidance or orders issued by the Chief Medical Officer of Health, including with respect to identification of the priority of individuals or groups of individuals to receive the Vaccine, appropriately screening of eligible Vaccine recipients, and obtaining consent for the Vaccine administration by requiring Vaccine recipients to complete the Consent Form; and

2.4.2 All Applicable Laws, including any Ministry direction with respect to timing and manner of immunization of all recipients receiving the Vaccine, including high risk persons, other categories as identified by the Ministry, and the general population.

The Organization shall ensure Vaccines are administered only by individuals who are authorized by Applicable Law.

2.5 The Organization shall ensure all Organization Personnel involved in the administration of the Vaccine have reviewed and will follow all guidance from the Public Health Agency of Canada and/or the Ministry or the Chief Medical Officer of Health regarding the safe administration of the Vaccine (including social distancing and other infection control procedures of the Organization), including the Public Health Agency of Canada's Planning Guidance for Immunization Clinics for COVID-19 Vaccines and the Ministry's COVID-19 – COVID-19 Guidance for the Health Sector.

2.6 The Organization shall ensure that Vaccines are only administered within the Organization Premises or at a location to which the Organization has been directed or some other location which has been approved by the Ministry and/or the relevant Medical Officer of Health of a Local Board of Health.

2.7 The Organization shall ensure that each recipient of a Vaccine administered on Organization Premises is provided a written record of receipt of the Vaccine.

2.8 The Organization shall use best efforts to ensure that each recipient of a Vaccine administered on premises other than Organization Premises is provided a written or electronic record of receipt of the Vaccine.

2.9 The Organization shall ensure that all Vaccines are administered free of charge to all recipients.

3. Reporting Obligations

3.1 In addition to the Ministry reporting requirements outlined above, the Organization shall Provide to the Ministry any information requested by the Ministry in connection with the administration of the Vaccine in accordance with the timelines and manner specified by the Ministry, including the Requested Information set out in Schedule E.

3.2 The Organization shall ensure that all AEFIs which are communicated to the Organization directly by the Vaccine recipient are reported to the Medical Officer of Health of a Local Board of Health as required by the HPPA within seven (7) days after the reportable event is recognized. This report shall be made by completing the AEFI report form available on Public Health Ontario's website. The Organization will also ensure that information is collected and recorded as appropriate in respect of such AEFI and inputted into the Solution where feasible.

4. Documentation Obligations

4.1 In addition to the documentation obligations discussed above, for every recipient of a Vaccine that is administered on Organization Premises, Organization Personnel who are End Users shall input all Relevant PHI into the Solution within 24 hours of Vaccine administration or as soon as reasonably possible thereafter.

4.2 The Organization shall ensure that a copy of each Vaccine recipient's Consent Form (or other documentation evidencing consent) is uploaded to the Solution where feasible and that such information will be entered directly into the Solution when that functionality is available.

4.3 The Organization's permitted use of the Solution includes authorizing End Users to use the Solution, on the terms and conditions set out herein. The Ministry acknowledges that where the Organization is supporting Vaccine administration by a different entity, individuals affiliated with that entity may be accessing the Solution pursuant to an agreement between the Ministry and the third party entity and may be responsible for entering into the Solution Relevant PHI regarding the administration of the Vaccine to people affiliated with that entity. The Ministry acknowledges that the Organization is not responsible for the conduct of third-party entities using the Solution.

4.4 When using the Solution, the Organization shall:

4.4.1 ensure End Users only input accurate, complete and timely Relevant PHI into the Solution, in accordance with applicable law, including without limitation PHIPA;

4.4.2 Comply and cause End Users to comply with this Agreement;

4.4.3 Not resell, distribute or provide access to the Solution except as expressly provided for in this Agreement; and

4.4.4 Be responsible for access to and use of the Solution by its End Users, including compliance with the Acceptable Use Policy.

5. Obligations when Organization is Supporting Vaccine Administration at Different Locations

5.1 Sections 2, 3 and 4 also apply when the Organization is supporting the administration of the Vaccine at a different location but it is acknowledged that in most cases individuals employed by or affiliated with the other organization will be responsible for many of the above noted responsibilities. The Organization will seek to ensure the overall administration plan is compliant and consistent with Ministry expectations.

6. PHIPA and Privacy

6.1 Where the Organization is administering the Vaccine, either at one of its locations or elsewhere in the community at a location identified by the Ministry or the relevant Medical Officer of Health of a Local Board of Health ("Site"), the Organization is collecting, using and disclosing Relevant PHI on behalf of the Ministry as the Ministry's PHIPA Agent, and the Organization may only collect, use and disclose the Relevant PHI in accordance with any conditions imposed by the Ministry, and pursuant to the authority set out in PHIPA.

6.2 The Ministry acknowledges that the Organization is collecting, using and disclosing Relevant PHI as the Ministry's PHIPA Agent, only as permitted by the Ministry for the Purpose.

6.3 The Ministry will retain any Relevant PHI in the Solution only for as long as it requires the Relevant PHI and/or in accordance with applicable statutory retention periods.

6.4 The Ministry shall not require or expect the Organization to maintain duplicate records in respect of Vaccine recipients. All persons administering the Vaccine will rely on the Ministry to retain these records to fulfil their professional and legal obligations in respect of record keeping.

6.5 The Organization will, at all times, act, in relation to the Relevant PHI, as the PHIPA Agent of the Ministry in accordance with section 17 and all other provisions of PHIPA. For greater certainty and in accordance with subsection 17(2) of PHIPA, except as permitted or required by law, and subject to the exceptions and additional requirements, if any, that are prescribed by regulation or otherwise, the Organization shall not collect, use, disclose, retain or dispose of Personal Health Information on behalf of the Ministry except in accordance with this Agreement, or pursuant to permission from the Ministry in accordance with subsection 17(1) of PHIPA.

6.6 In addition, upon application by the Organization to the Ministry and in accordance with PHIPA and all other applicable law, the Ministry may provide approval to the Organization to collect, use and disclose Relevant PHI for research purposes including the purpose of contacting individuals who have received the Vaccine to ask if they wish to participate in research studies relating to COVID-19 for which they may be eligible.

6.7 The Ministry hereby:

6.7.1 Permits the Organization to collect, use and disclose the Relevant PHI for the Purpose, as the PHIPA Agent of the Ministry in accordance with this Agreement and Applicable Law; and

6.7.2 Directs the Organization, acting as the PHIPA Agent of the Ministry, to provide the Relevant PHI to the Ministry, in accordance with the timelines and in the manner specified by the Ministry, provided such requests are reasonable in all of the circumstances, and in accordance with all Applicable Laws including the HPPA and the PHIPA.

6.8 The Organization shall provide all assistance the Ministry reasonably requests in regard to any relevant privacy concern, including complaints of individuals, and complaints and reviews conducted by the Information and Privacy Commissioner of Ontario.

6.9 The Ministry shall provide all assistance the Organization reasonably requests in regard to responding to any complaints, suits, claims or any other legal proceeding that may be initiated against it, Organization Personnel or any credentialed physician affiliated with the Organization.

7. Term, Termination and Suspension

7.1 The Agreement is effective from the Effective date and will remain in force until terminated in accordance with the Agreement.

7.2 Either Party may terminate this Agreement, at any time, for any reason, without liability or cost upon giving at least 30 days prior written notice to the other Party.

7.3 If, in the opinion of the Ministry acting reasonably, the Organization or an End User breaches any representation, warranty, covenant, term or condition of this Agreement, the Ministry may, at any time, take one or more of the following actions:

7.3.1 Provide the Organization or End User, as the case may be, with an opportunity to remedy the breach; and/or

7.3.2 Terminate this Agreement immediately upon giving notice to the Organization or End User, as the case may be.

7.4 Upon Termination, the Organization and each End User will comply with any directions by the Ministry in respect of the return or destruction of any Ontario Confidential Information.

7.5 The Ministry may immediately suspend an Organization's or End User's access to the Solution if the Ministry, acting reasonably, considers it necessary to ensure compliance with or prevent or mitigate breach of this Agreement.

8. Entire Agreement

8.1 The Agreement and any amendments as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

9. Counterparts

9.1 The Agreement may be executed in any number of counterparts in writing or by electronic signature and delivered by mail or other electronic means, including the portable document format, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. Amending the Agreement

10.1 Any changes to the Agreement will be by written amendment signed by the Parties. No changes will be effective or will be carried out in the absence of such an amendment.

11. Notices

11.1 Notices will be in writing and will be delivered by postage prepaid envelope, personal delivery or email. Notices will be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email. Notices will be sent to the party's address and marked to the attention of the other party's representative or its alternative, as identified below:

To the Organization:	**To the Ministry:**
[insert Organization contact]	Karen McKibbin Chief Information Officer Health Services I&IT Cluster Ministry of Health Email: Karen.McKibbin@ontario.ca And Alison Blair Associate Deputy Minister Pandemic Response and Recovery Division Ministry of Health Email: Alison.Blair@ontario.ca

Either Party may change its address or email for notices upon giving prior written notice of the change to the other Party in the manner provided above.

12. Severability

12.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid or unenforceable provision will be deemed to be severed.

13. Interpretation

13.1 For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement; and

(d) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

14. Governing Law

14.1 The Agreement will be governed by and construed in accordance with the laws, other than choice of law rules, of the Province of Ontario. Any matter regarding the interpretation and application of the Agreement and all disputes arising under or in connection with the Agreement

will be in within the exclusive jurisdiction of the courts of the Province of Ontario. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any and all Claims arising under or in connection with the Agreement.

15. Waiver

15.1 A waiver of any failure to comply with any provision of the Agreement will be in writing and signed by the Party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent or previous failure to comply.

16. Assignment

16.1 The Organization or End User will not assign the Agreement or any part thereof without the prior written consent of the Ministry. The Ministry may assign, without the consent of the Organization or End User, all or any part of the Agreement to any person or entity provided that the Ministry provides notice to the Organization of its intent to do so.

17. Communications

17.1 The Organization will not issue any communication, information, document or article in respect of the substance of this Agreement for publication in any media without the prior written approval of the Ministry.

17.2 The Organization will acknowledge the support of the Ministry in all reports, press releases, public statements, and publications pertaining to the subject matter of this Agreement in a format approved by the Ministry.

17.3 The Organization acknowledges that the Ministry may include the Organization's information on an online Vaccine locator tool, to ensure the public may be provided with information related to when and where they may receive Vaccine at the Organization.

17.4 The Ministry shall provide prior written notice to the Organization of any inclusion of the Organization's information on an online Vaccine locator tool prior to the Organization's inclusion on any such tool.

18. Survival

18.1 The following sections and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date the Agreement is terminated: sections 1, 18.

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SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have executed the Agreement effective as of the date first above written.

HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the **DEPUTY MINISTER OF HEALTH**

Per:

Signature: _____

Name: _____

Title: _____

[Insert Organization]

Per:

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

I/We have authority to bind the Organization.

SCHEDULE A
GENERAL TERMS AND CONDITIONS OF USE FOR THE SOLUTION

1. Solution Use and Term

1.1 Subject to the terms below, the Ministry grants the User and its End Users access to the Solution for use in accordance with the following:

(a) the Ministry grants the User the right to access and use the Solution in accordance with this Agreement for the Purpose. The User receives no express or implied patent or other licence from the Ministry or its third-party service providers with respect to the Solution or Documentation.

(b) the User shall not: (i) permit other individuals to use the Solution or Documentation except under the terms listed above; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Solution or Documentation; (iii) copy the Solution or Documentation (except for back-up or archival purposes); (iv) sell, resell, rent, lease, licence, sub-licence transfer, or otherwise transfer rights to the Solution or Documentation; or (v) remove any proprietary notices or labels on the Solution or Documentation.

(c) the User will only use the Solution and Documentation in a manner that complies with all applicable laws and the Acceptable Use Policy.

The User's right of access includes the right to have End Users acting on User's behalf to do any of the foregoing, provided that the User advises all End Users of their obligations under the Acceptable Use Policy and ensures each End User agrees either electronically or in writing to abide by the Acceptable Use Policy. Without limiting the generality of the foregoing, this right includes any third-party persons contracted to implement and/or support the Solution.

(d) User right of access includes the right for the User and its End Users to use the Solution.

(e) User right of access to the Solution is conditional on the User agreeing:

(i) to authorize End User enrolment, and provide hardware and any data connection, required for use;
(ii) to ensure all Users and End Users are authenticated and enrolled for the purposes of using the Solution using the processes and tools provided by the Ministry;

1.2 For clarity, this Agreement is limited to the use of the Solution and does not include any obligation on the Ministry to provide any other good, service or funding to the User.

1.3 In furtherance of the foregoing, upon execution and delivery of this Agreement, the Ministry agrees to provide the User with access to the Solution pursuant to the terms of this Agreement for a term that commences on the Effective Date and until such time as this Agreement is terminated or suspended pursuant to Section 5 of the Agreement.

1.4 The User agrees to promptly notify the Ministry if the User becomes aware of any breaches of the Agreement or any breaches of applicable law (including PHIPA) in connection with the Personal Information in the custody and control of the Ministry, or any other matter that could reasonably be regarded as a privacy or security breach in connection with the Personal Information in the custody and control of the Ministry.

2. Ownership and Linking

2.1 The Ministry and its respective licensors and service providers will be and remain the sole and exclusive owners of all right, title and interest, including all Intellectual Property, in and to the Solution, Documentation and any modifications to the source code of the Solution. Nothing in these terms will transfer any right, title or interest in or to the Solution to the User or End User. The User agrees that it shall not to electronically link into the Solution without the Ministry's prior written approval.

2.2 The User will not remove, alter, obscure or destroy any trademarks, notice, proprietary codes, means of identification, or digital rights management information on, in or in relation to the Solution or any work owned by the Ministry or its service providers.

2.3 Notwithstanding section 2.1 above, the User agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) to which the Ministry provides the User access to will remain the sole property of owner of the Intellectual Property.

2.4 The User will not use any insignia or logo of Her Majesty the Queen in right of Ontario except where it has received the prior written consent of the Ministry to do so.

3. Safeguarding Confidential Information.

3.1 The User acknowledges and agrees that all Ontario Confidential Information, whether received or created before or after the commencement of the Agreement, will be received in the strictest confidence and will be held by the User only in accordance with and subject to the terms of the Agreement. The User will retain such information in confidence and will treat such information in accordance with the terms of the Agreement and with a degree of care no less than the degree of care that the User employs for the protection of its own confidential information of a similar nature.

3.2 The User may use or disclose relevant aspects of Ontario Confidential Information, as the case may be only to your employees, agents and subcontractors to the extent that such disclosure and use thereof is necessary for the performance of its rights or obligations under the Agreement, and provided that such persons have an actual need to know such information and are subject to duties of confidentiality that are consistent with the terms of the Agreement as they apply to the User.

3.3 Notwithstanding the provisions of this section, the User may disclose the Ontario Confidential Information as may be required by law and subject to the provisions of any applicable laws, including PHIPA, FIPPA and MFIPPA, subject to the Ministry retaining all rights under such applicable laws including, as applicable, the right to contest such disclosure as contemplated thereunder.

3.4 The obligations of confidentiality contained in this section will not apply to any Ontario Confidential Information, as the case may be, to the extent that the User can reasonably demonstrate that such Ontario Confidential Information, as the case may be:

(a) was, at the time of disclosure to the User, in the public domain;

(b) after disclosure to the User, is published or otherwise becomes part of the public domain through no fault of the User's actions;

(c) was in the User's possession at the time of disclosure to the User, and was not the subject of a pre-existing confidentiality obligation;

(d) was disclosed independently to the User by a third party who, insofar as the User was aware, was not subject to any confidentiality obligations in respect thereof, and in any event, provided

that such information was not of a nature that had it been Ontario Confidential Information, you would have required that it be kept confidential;

(e) was independently developed by the User without the use of any Ontario Confidential Information, as the case may be; or

(f) is disclosed with the prior approval of the Ministry, but only to the extent approved by the Ministry;

3.5 The User will not be considered to have breached its confidentiality obligations under this section for disclosing any Ontario Confidential Information, as the case may be, to the extent that such disclosure is required to satisfy any applicable laws, provided that the User:

(a) promptly upon receiving any such request and within a reasonable time prior to disclosure (if possible), notifies the Ministry of the terms and circumstances of the requested disclosure;

(b) consults with the Ministry regarding the nature and scope of such request and the response or other position that the User intends to take with respect to such request;

(c) does not obstruct or interfere with, and to the extent practical, permits the Ministry to obtain, a protective order or other remedy to prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure;

(d) only discloses those parts of Ontario Confidential Information that the User is legally obligated to disclose if the Ministry is unable to obtain a protective order or other similar remedy within a time period that is appropriate in the circumstances; and

(e) makes and reasonably pursues a request, that is reasonable and customary in the circumstances, to the applicable governmental authority, for confidential treatment of the information to be disclosed pursuant to such applicable laws.

3.6 The User will:

(a) promptly notify the Ministry of any Incident, by any person that has become known to it;

(b) promptly furnish to the Ministry the details of such Incident, and assist the Ministry in investigating or preventing the recurrence of any Incident;

(c) cooperate with the Ministry in any litigation and investigation against third parties deemed necessary by the Ministry to protect the Ontario Confidential Information, to the extent such litigation or investigation is related to this Agreement; and

(d) promptly use reasonable efforts to prevent a recurrence of any Incident.

3.7 In the event of a breach of this section, the Ministry will be entitled to seek preliminary and permanent injunctive relief, which remedy will be in addition to any other rights or remedies to which the Ministry may be entitled under this Agreement or otherwise under any applicable laws.

3.8 Except as otherwise provided for in subsection 3.2 above, nothing contained in this section will be construed as obligating the Ministry to disclose the Ontario Confidential Information to the User, or is granting or conferring on you, expressly or impliedly, any right, title or interest or any licence in or to the Ontario Confidential Information.

3.9 The Ontario Confidential Information is and will remain the property of the Ministry or its third-party service providers, as applicable. Control of the Ontario Confidential Information is vested

solely in the Ministry, its subcontractors or third party service providers and nothing in this Agreement will in any way be construed to grant control of the Ontario Confidential Information to the User, any End User, as the case may be, or to any other Person.

3.10 The User acknowledges that the Ministry may provide hardware, software and services, that are similar to the Solution provided under this Agreement, among other services, to other persons or entities other than the User and that the Ministry may enter into similar agreements with such persons or entities. User further acknowledges that in the course of providing access to the Solution, the Ministry and its third party service providers may acquire residual information in the form of ideas, skills, knowledge and concepts related to the information technology underlying the Solution ("**Residual Information**") and that the Ministry and its third party service providers are not restricted from using such Residual Information their activities or operations.

4. Inspection and Audit

4.1 By using the Solution the User acknowledges that the User and its End Users access to and use of the Solution may be logged and made available to the User (in the case of the End User) and the Ministry for audit purposes.

4.2 When requested by the Ministry, and subject to PHIPA, FIPPA and MFIPPA, and other laws as applicable, the User will, after having received forty-eight (48) hours' notice and during normal business hours, allow the Ministry or its authorized representatives to (i) enter upon the User's premises to review the status of and manner in which the User assesses and uses the Solution; and (ii) inspect and copy any Records in the possession or under the control of the User which relate to the Solution or the subject matter of this Agreement.

5. Survival

5.1 The following sections of Schedule A and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date the Agreement is terminated: subsections 1.1(b), (d) and (f), and sections 3-6.

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SCHEDULE B
ACCEPTABLE USE POLICY

1. Definitions

"**Confidential Information**" means any business or technical information which is proprietary to the Ministry, whether it is received, accessed or viewed by the recipient in writing, visually, electronically or orally. Confidential Information shall include, without limitation, technical information, business plans, databases, specifications, prototypes, sketches, specifications, software (source and object codes).

"**End User**" or "**you**" or "**your**" means you, the individual who has signed into the Solution, and who has been authorized by your User Organization to access and use the Solution.

"**Ministry**" means the Ontario Ministry of Health.

"**Personal Information**" means any recorded information about an identifiable individual or that may identify an individual and includes "personal health information" as such term is defined in the *Personal Health Information Protection Act, 2004* (Ontario).

"Purpose" means:

1.1 carrying out or facilitating the COVID-19 vaccination program in Ontario; and
1.2 any other purpose authorized by the Ministry in writing.

"**Solution**" means the platform called "$COVAX_{ON}$" or and such extensions and upgrade to the platform, as may be owned by, licensed or subscribed to by the Ministry and made available to your User Organization.

"PHIPA Agent" means an "agent" is defined in Section 2 of PHIPA, as may be amended from time to time.

"**Policy**" means this Acceptable Use Policy.

"**User Organization**" means the legal entity who authorized you to access and use the Solution.

2. Scope and Application

This Policy governs your access to and use of the Solution. The Ministry may revise this Policy from time-to-time at its sole discretion, by providing notice to your User Organization. By continuing to access and use the Solution after a revised version of the Policy has been provided to your User Organization, you agree to comply with the latest version of the Policy.

When you click the "Accept" button when entering the Solution, you are agreeing to be bound by this Policy. Please review the following terms carefully. If you do not agree with these terms you cannot use or gain access to the Solution.

3. Accountability

- Your User Organization is responsible for your access to and use of the Solution.
- You must obtain your credentials, or other system access tools required to access the Solution as well as related hardware (mobile devices) and technology components only as authorized by your User Organization.
- You are responsible for complying with this Policy.

4. Acceptable Use

You are a PHIPA Agent of the Ministry. You may collect, use and disclose PHI by accessing and using the Solution solely for the Purpose. You agree to access and use the Solution in compliance with all applicable laws,

regulations or policies including the *Personal Health Information Protection Act, 2004* and all directions, guidelines, policies, and manuals prescribed by your User Organization.

5. Inappropriate and Unacceptable Use

You shall not use the Solution in any manner that constitutes inappropriate or unacceptable use, which includes, but is not limited to:

(a) Collecting, using, or disclosing Personal Information in contravention of the *Freedom of Information and Protection of Privacy Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, or any other applicable law.
(b) Accessing the Solution and the Personal Information contained within the Solution for any purpose other than the Purpose.
(c) Collecting, using or disclosing Personal Information in the Solution for any reason other than the Purpose or where required by Applicable Law.
(d) Accessing, viewing, editing, updating or modifying any information or data in the Solution unless such access, viewing, editing, updating or modification is for the Purpose.
(e) Destroying or encrypting data and visual aids except as expressly permitted in documentation supplied by the Ministry or as required by applicable law.
(f) Making, possessing or distributing computer programs that are designed to assist in obtaining access to the Solution in violation of any agreement, this Policy or applicable laws.
(g) Wilfully bypassing or subverting physical, logical or procedural safeguards such as firewalls, web-filtering software or other access controls or attempting to gain access to the Solution other than through your access contemplated by this Policy.
(h) Sharing passwords, or other system access tools with un-authorized individuals or entities for any purpose.
(i) Facilitating the violation of this Policy.
(j) Violating or facilitating the violation of a third party's acceptable use policy during your use of the Solution.
(k) Infringing intellectual property rights including copyrights, trade secrets, or trademarks.
(l) Disclosing Confidential Information about the Solution, except as required by Applicable Law.
(m) Posting or submitting any material or information into the Solution that:
    (i) is abusive, defamatory, discriminatory, offensive, irrelevant or unlawful;
    (ii) you do not have the legal right to post in the Solution, or otherwise to publish or distribute;
    (iii) is for advertising or commercial purposes; or
    (iv) you know to be false, inaccurate or misleading.

6. Security

You are responsible for safeguarding your login credentials. Any password or ability to access the Solution given to you is not transferable.

You must immediately notify your User Organization if you suspect or know that passwords or other system access tools have been or may be breached or compromised and change your password as soon as possible in such circumstances.

You agree to provide all assistance in regard to any privacy complaints of individuals and reviews conducted by the Information and Privacy Commissioner of Ontario.

You will take all reasonable steps to safeguard confidential information from unauthorized use or disclosure.

You will only enter information into the Solution that you know to be accurate, complete and up to date.

You will report any errors in the Solution to the Ministry.

You will promptly report any breach or suspected breach of privacy to your User Organization.

You are responsible for the security of the device that you are using to access Solution.

7. Collection, Use and Disclosure of Confidential Information

By using the Solution you confirm that you are authorized by your User Organization to access the Solution and you and your User Organization have the legal authority to access the Solution pursuant to PHIPA.

You acknowledge that in using the Solution, you may have access to Confidential Information.

You will not access, collect, use, disclose, retain or dispose of any information in Solution unless authorized by law to do so and as required in the proper discharge of your duties. In particular, you understand that you are only authorized to access, collect, use, disclose, retain or dispose of Personal Information as it relates to the Purpose, and as directed by your User Organization.

8. Non-Compliance with this Policy

You must report all instances of suspected or actual breaches of this Policy to your User Organization.

The Ministry reserves the right to investigate suspected or actual breaches of this Policy. You shall fully cooperate with any such investigation. For greater certainty, you shall:

(a) Provide access to all documentation requested orally or in writing by the Ministry; and
(b) Provide any other assistance that may reasonably be requested by the Ministry in connection with an actual or suspected breach.

The Ministry or your User Organization may, at their sole discretion, suspend or revoke your access to the Solution as a result of your actual or suspected breach of this Policy.

Breaches of this Policy may result in criminal prosecution or civil liability and/or other sanctions deemed appropriate by the Ministry or your User Organization.

9. Third Party Rules

Your access to the Solution includes access to third party services that publish rules, guidelines or agreements to govern their use. You must adhere to any such rules, guidelines or agreements. Such third-party services include, but are not limited to:

(a) Salesforce and MuleSoft: Acceptable Use Policy
    - https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/policies/ExternalFacing_Services_Policy.pdf
(b) Amazon Web Services: Acceptable Use Policy
    - https://aws.amazon.com/service-terms/

10. Liability, Intellectual Property and General

Nothing in this Policy or your access to the Solution will transfer any right, title or interest in or to Solution to you, including any intellectual property rights.

Any failure by the Ministry to enforce any part of this Policy shall not constitute waiver by the Ministry of any right to do so at any time. If any provision of this Policy is found to be invalid or unenforceable, then that provision will be enforced to the extent permissible, and all other provisions will remain in full force and effect.

Acceptance

By selecting the ‘I Accept’ button you are acknowledging that you have read, understood, accept and will comply with the terms of use set out above.

SCHEDULE C
PRIVACY AND INFORMATION MANAGEMENT ANNEX

(a) Acknowledgements

By accessing the Solution, the User acknowledges that:

1. The User may only input into the Solution, Relevant PHI that the User is legally permitted to collect on behalf of the Ministry under applicable law (including PHIPA).
2. The User is responsible for the manner in which its End Users access the Solution, including any Relevant PHI in the Solution.

(b) Accessing the Solution and Personal Information

In accessing the Solution, the User shall:

1. Comply with any acceptable use polices, terms of use or other supplementary rules or documentation related to Solution access that are provided to the User by the Ministry from time to time.
2. Review any audit logs or other reports relating to access to the Solution that are provided by the Ministry, to ensure that the User's End Users are in compliance with the Agreement, including this Schedule.
3. Only provide access to Relevant PHI in the Solution to the User's End Users that require such access in order to perform their work on the User's behalf and provide such End Users only with access to the minimum amount of Relevant PHI in the Solution that they need in order to perform their work for the User.
4. Ensure that the User's End Users understand the User's obligations under the Agreement, including this Schedule.
5. Ensure that the User's End Users understand that the User's existing policies and procedures regarding access to and the collection, use and disclosure of PHI and the handling of potential privacy or security issues apply to all PHI stored in the Solution.
6. Do such other things as may be necessary in order to ensure that the User's End Users comply with the requirements of this Schedule on the User's behalf.
7. Immediately notify the Ministry of any breaches of the Agreement, including this Schedule, any breaches of applicable law (including PHIPA) in connection with Relevant PHI accessed from or available through the Solution, or any other matter that could reasonably be regarded as a privacy or security breach in connection with the Solution.
8. Not provide access to the Solution to any individuals that are not employees or under direct contract to the User unless such individuals are affiliated with an organization which the Organization is supporting with Vaccine administration and the access is necessary to facilitate that administration.
9. Subject to any policies provided to the User by the Ministry under item 5 above, if the User receives an access or correction request from any individual pursuant to Section 52 or 55 of PHIPA for Relevant PHI, it shall:
    (a) immediately notify the Ministry and permit the Ministry to respond exclusively to the request.
10. Immediately deactivate a User's End User's account if that End User ceases to work for the User or no longer requires access to Relevant PHI in the Solution in order to do their work for the User.
11. Designate a contact person at all times for privacy matters relating to the Solution and advise the Ministry of the identity of that person.

SCHEDULE D
RELEVANT PHI

- Name of recipient
- Date and time of vaccine administration
- Vaccine trade tame
- Vaccine manufacturer
- Vaccine lot number(s) and diluent lot number(s)
- Dose 1 or dose 2
- Route of administration
- Dosage/volume
- Anatomical side of vaccination
- Ontario Health card number (OHIP)
- Sex
- Date of birth
- Full address of vaccine recipient with 6-digit postal code
- Reason for vaccination

Contact information of vaccine recipient

SCHEDULE E
REQUESTED INFORMATION

Organization Information				
Organization's Name *****				
	Renumeration Number	Number of ultra-low temperature freezers that will be storing publicly funded COVID-19 vaccines *****	Number of standard freezers that will be storing publicly funded COVID-19 vaccines *****	
Unit Number	Street Number *****	Street Name *****		PO Box
City/Town *****		Province ON	Postal Code *****	
Telephone Number *****		Fax Number *****		

Primary Contact at Organization Pharmacy	
Last Name *****	First Name *****
Email Address*****	Telephone Number *****
Secondary Contact at Organization Pharmacy	
Last Name	First Name
Email Address	Telephone Number

Ministry of Health

Ontario

SCREENING AND CONSENT FORM –COVID-19 Vaccine

Version 2.0 – January 19, 2021

<table>
<tr><td colspan="2">Last Name</td><td colspan="2">First Name</td><td colspan="2">Identification (e.g., health card number)</td></tr>
<tr><td colspan="4">Sex: ☐ Female ☐ Male ☐ Non-Binary ☐ Prefer not to answer</td><td colspan="2" rowspan="2">Primary Care Clinician (Family Physician or Nurse Practitioner)</td></tr>
<tr><td colspan="2">Home Phone</td><td>Mobile Phone</td><td>Email Address</td></tr>
<tr><td colspan="3">Street Address</td><td>City</td><td>Province</td><td>Postal Code</td></tr>
<tr><td colspan="2">Date of Birth (month, day, year)
_____ / _____ / _____</td><td>Age</td><td colspan="3">Is this your first or second dose of the vaccine? ☐ First ☐ Second

If second, please indicate the date of the first dose: _____ / ____ / ____ (month, day, year)</td></tr>
</table>

Please answer all questions below:

<table>
<tr><td>Do you have symptoms of COVID-19 or feel ill today*?,
☐ No ☐ Yes</td><td>If yes, please provide details</td></tr>
<tr><td>Have you previously had a severe allergic reaction (e.g.. anaphylaxis) to a previous dose of a COVID mRNA vaccine or to any of its components or its container?
☐ No ☐ Yes</td><td>If yes, please provide details</td></tr>
<tr><td>Do you have a suspected hypersensitivity or have you had an immediate allergic reaction (this would include an allergic reaction that occurred within 4 hours that cause hives, swelling, or respiratory distress, including wheezing) to:</td><td rowspan="3">If yes, please provide details</td></tr>
<tr><td>• A previous dose of an mRNA COVID-19 vaccine
☐ No ☐ Yes</td></tr>
<tr><td>• Any components of the mRNA COVID-19 vaccine (including polyethylene glycol [PEG])**
☐ No ☐ Yes</td></tr>
</table>

• **Polysorbate (due to potential cross-reactive hypersensitivity with the vaccine ingredient PEG)****** ☐ No ☐ Yes	
Have you ever had a severe (e.g. anaphylaxis) or an immediate allergic reaction to any other vaccine or injectable therapy (e.g. intramuscular, intravenous, or subcutaneous vaccines or therapies not related to a component of mRNA COVID-19 vaccines or polysorbates)? *(this would include an allergic reaction that occurred within 4 hours that cause hives, swelling, or respiratory distress, including wheezing)* ☐ No ☐ Yes ☐ Uncertain	If yes, please provide details
Have you ever had a severe allergic reaction (e.g.. anaphylaxis) not related to vaccines or injectable medications – such as allergies to food, pet, venom, environmental, or latex etc.? ☐ No ☐ Yes ☐ Uncertain	If yes, please provide details
Have you received another vaccine (not a COVID-19 vaccine) in the past 14 days? ☐ No ☐ Yes	If yes, please provide details
Are you or could you be pregnant? ☐ No ☐ Yes	If yes, please provide details
Are you breastfeeding? ☐ No ☐ Yes	If yes, please provide details
Do you have any problems with your immune system or are you taking any medications that can affect your immune system (e.g., high dose steroids, chemotherapy)? ☐ No ☐ Yes	If yes, please provide details
Do you have an autoimmune disease? ☐ No ☐ Yes	If yes, please provide details
Do you have a bleeding disorder or are taking medications that could affect blood clotting (e.g., blood thinners)? ☐ No ☐ Yes	

Have you ever felt faint or fainted after a past vaccination or medical procedure? ☐ No ☐ Yes	If yes, please provide details
* Symptoms of COVID-19 can include fever, new onset of cough or worsening of chronic cough, shortness of breath, difficulty breathing, sore throat, difficulty swallowing, decrease or loss of smell or taste, chills, headaches, unexplained tiredness / malaise / muscle aches, nausea / vomiting, diarrhea or abdominal pain, pink eye, or runny nose or nasal congestion without other known cause or, for those over 70 years of age,,an unexplained or increased number of falls, acute functional decline, worsening of chronic conditions or delirium	** Polyethylene glycol (PEG) can rarely cause allergic reactions and is found in products such as medications, bowel preparation products for colonoscopy, laxatives, cough syrups, cosmetics, skin creams, medical products used on the skin and during operations, toothpaste, contact lenses and contact lens solution. PEG also can be found in foods or drinks, but is not known to cause allergic reactions from foods or drinks. Polysorbate may also cause allergic reactions because of cross-reactivity with PEG.

<u>Consent to Receive the Vaccine</u>

I have read (or it has been read to me) and I understand the 'COVID-19 Vaccine Information Sheet'

- I have had the opportunity to ask questions and to have them answered to my satisfaction.

- I have had the opportunity to speak with my primary care provider regarding any special considerations that apply to me in respect of the COVID-19 vaccine.

☐ **I consent to receiving the vaccine**

Acknowledgement of Collection, Use and Disclosure of Personal Health Information

The personal health information on this form is being collected for the purpose of providing care to you and creating an immunization record for you, and because it is necessary for the administration of Ontario's COVID-19 vaccination program. This information will be used and disclosed for these purposes, as well as other purposes authorized and required by law. For example,

- it will be disclosed to the Chief Medical Officer of Health and Ontario public health units where the disclosure is necessary for a purpose of the *Health Protection and Promotion Act*. And
- it may be disclosed, as part of your provincial electronic health record, to health care providers who are providing care to you.

The information will be stored in a health record system under the custody and control of the Ministry of Health.

Where a Clinic Site is administered by a hospital, the hospital will collect, use and disclose your information as an agent of the Ministry of Health.

☐ **I acknowledge that I have read and understand the above statement.**

You may be contacted by a hospital, local public health unit, or the Ministry of Health for purposes related to the COVID-19 vaccine (for example, to remind you of follow up appointments and to provide you with proof of vaccination). If you consent to receiving these follow up communications by email or text/SMS, please indicate this using the boxes below.

I consent to receiving follow-up communications:
☐ by email ☐ by text/SMS

Consent to Being Contacted About Research Studies

Many research studies will be conducted in respect of COVID-19 vaccines.

You have the option of consenting to be contacted by researchers about participation in COVID-19 vaccine related research studies. If you consent to be contacted, your personal health information will be used to determine which studies may be relevant to you, and your name and contact information will be disclosed to researchers. Consenting to be contacted about research studies does not mean you have consented to participate in the research itself. Participating in research is voluntary. You may refuse to consent to be contacted about research studies without impacting your eligibility to receive the COVID-19 vaccine.

If you consent to be contacted about research studies, and then change your mind, you may withdraw your consent at any time by contacting the Ministry of Health at_____. **I consent to be contacted about COVID-19 vaccine related research studies:** **☐ by email ☐ by text/SMS ☐ by phone ☐ by mail** **☐ I do not consent to be contacted about COVID-19 related research studies:**		
Signature	Print Name	Date of Signature

If signing for someone other than yourself, indicate your relationship to that other person:

☐ If signing for someone other than myself, I confirm that I am the parent / legal guardian or substitute decision maker.

Specific Issues re: Long-Term Care Homes Act, 2007

The resident's consent to receive the vaccine may be withdrawn or revoked at any time.

Statement respecting section 83 of the Act:

Please note the following legal protection:

Every licensee of a long-term care home shall ensure that no person is told or led to believe that a prospective resident will be refused admission or that a resident will be discharged from the home because,

(a) a document has not been signed;
(b) an agreement has been voided; or
(c) a consent or directive with respect to treatment or care has been given, not given, withdrawn or revoked.

FOR CLINIC USE ONLY							
Agent	COVID-19	Product Name		Lot #		Dose	
Anatomical Site	☐ Left deltoid ☐ Right deltoid			Route	Intramuscular	Dose #	
Date Given	_____ / _____ / _____ (m/d/yyyy)		Time Given	____ : ____ am pm		AEFI?	☐ Yes ☐ No
Given By (Name, Designation)			Location			Authorized By	
Reason for Immunization	☐ Healthcare worker ☐ Healthcare worker: LTC Home ☐ Healthcare worker: Retirement Home ☐ LTC Home: Resident ☐ Retirement Home: Resident ☐ Advanced age: community dwelling ☐ Other employees in acute care, LTC, RHs ☐ Indigenous community ☐ Chronic conditions						
Reason Immunizations Not Given	Healthcare provider: ☐ Determines immunization is contraindicated ☐ Recommends immunization but no consent received ☐ Determines that immunization will be temporarily deferred						
Your dose 2 of 2 is scheduled for:	_____ / _____ / _____ (m/d/yyyy) ____ : ____ am pm						