

Office of the Deputy Minister
Ministry of Economic Development,
Job Creation and Trade
Small Business and Red Tape Reduction

Bureau du sous-ministre
Ministère du Développement économique,
de la Création d'emplois et du Commerce
Petites Entreprises et de la Réduction des
formalités administratives

56 Wellesley Street West
7th Floor
Toronto ON M7A 2E7

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7e étage
Toronto ON M7A 2E7

This letter sets out the terms of an agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Economic Development, Job Creation and Trade (“Ontario) and [] (the “Participant”).

By entering into this agreement, the Participant is enrolling in the **Provincial Antigen Screening Program** (the “Program”) and agrees to comply with all of the conditions of the Program.

The objective of the Program is to provide an additional safety measure in high-risk and essential workplaces, by providing access to point-of-care antigen tests to enable Participants to provide enhanced workplace screening to help guard against the spread of COVID-19.

The Participant acknowledges and agrees as follows:

1. As part of the Program, the Province shall provide the Participant with COVID-19 point-of-care antigen test kits (the “Test Kits”). The number of Test Kits that a Participant receives shall be in the sole and absolute discretion of the Province. The Province makes no guarantees about the availability or volumes of Test Kits that the Participant may receive.
2. The Test Kits provided by Ontario to the Participant are provided free of charge, on an “as-is” basis. Other than any warranty provided by the manufacturer, Ontario disclaims any and all representations, warranties and conditions, whether express, implied, written or oral, in relation to the Test Kits, including fitness for use for any particular purpose and in this regard, Ontario shall not be liable to the Participant for loss, claim, or demand made by the Participant, or made against the Participant by any other party, due to or arising from the transfer, handling, storage, use or disposal of the Test Kits, and the Participant shall indemnify the Province from and against any and all such losses, claims or demands (including in respect of any other party). The Participant’s sole recourse shall be against the manufacturer.

3. The Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program may be subject to disclosure in accordance with that Act.
4. The Participant shall:
 - a. Ensure that the Test Kits are:
 - i. Used only for the purposes of the Program.
 - ii. Not resold or distributed to any other person.
 - b. Report Program data regarding use of the Test Kits through the Health Data Collection Service, at least once every seven (7) calendar days.
 - c. In providing COVID-19 point-of-care antigen testing to individuals using the Test Kits at the Participant's site, ensure compliance with all applicable laws, provincial or federal directives, and provincial or federal guidance, including:
 - i. Ministry of Health COVID-19 Guidance: Considerations for Rapid Antigen Screening.
 - ii. Public Health Infection, Prevention and Control (IPAC) guidelines.
 - d. Supply, at the Participant's own cost, the appropriate human resources and all equipment and supplies (other than the Test Kits themselves) required to perform the COVID-19 point-of-care antigen testing using the Test Kits at the Participant's site.
 - e. Ensure that the person performing COVID-19 point-of-care antigen testing using the Test Kits at the Participant's site is a health professional or trained individual that has the appropriate knowledge, skills, judgment, and oversight to perform the test correctly.
5. This agreement comes into effect upon execution and shall expire on March 31, 2022, unless terminated earlier in accordance with this section. Ontario may terminate this Agreement: (a) immediately upon written notice to the Participant if Participant fails to comply with any term of this agreement, or (b) upon thirty (30) days written notice to the Participant. For clarity, if the agreement is terminated, the Participant shall no longer be participating in the Provincial Antigen Screening Program and shall not receive any further access to Test Kits from the Province.
6. This Agreement is made under and shall be construed according to the laws of the province of Ontario and the laws of Canada applicable therein.

Please note participation in this program is not a substitute for any existing workplace health and safety measures that are in place to protect against the spread of COVID-19.

If you agree with the terms above, please sign this agreement and return a copy to:

Eric Ciullo
Manager, Testing Strategy, Pandemic Response Secretariat
Ministry of Economic Development, Job Creation and Trade
Eric.Ciullo@ontario.ca /

Sincerely,

Enrico Di Nino
Director – Pandemic Response
Office of the Deputy Minister
Ministry of Economic Development, Job Creation and Trade

I agree with the terms above and have the authority to bind the Participant.

[_____]:

Signature: _____

Name: _____

Title: _____

Date: _____