GRIMSBY & DISTRICT CHAMBER OF COMMERCE

PROVINCIAL ANTIGEN SCREENING PROGRAM (PASP)

PARTICIPATION AGREEMENT

PARTNERS IN PROGRESS

RAPID ANTIGEN SCREENING PROGRAM
TERMS OF USE AGREEMENT – ELIGIBLE BUSINESS

(hereinafter the "Agreement")

BETWEEN:

Grimsby & District Chamber of Commerce

(hereinafter "Chamber")

and

The Corporation of the Town of Grimsby

(hereinafter "Distributor")

and

[Name of Business]

_____

(hereinafter "Business")
(collectively the "Parties")

OVERVIEW:

- At present, COVID-19 rapid antigen testing is primarily conducted through the provincial public health care system.
- To assist in facilitating private sector workplace screening, the Chamber has partnered with the Distributor and the federal and provincial governments to assist in the distribution of approved COVID-19 Rapid Testing Devices, which currently include the Abbott Panbio™ Rapid Antigen Test and the BD Veritor™ System (collectively the "Devices") to private businesses seeking to implement Point of Care screening ("Rapid Antigen Screening") at their workplaces (the "Program").
- As the Business has resumed operations, or in order to continue operating, the Business has expressed interest in privately conducting asymptomatic testing and/or offering testing to employees who are not eligible for publicly-funded testing under the current COVID-19 Provincial Testing Guidance framework.[1]

Accordingly, the Chamber (via the Distributor) has agreed to provide the Business with Rapid Antigen Screening kits in accordance with the following terms:

1. The Devices provided to the Business pursuant to the Program are provided free of charge, on an "as-is" basis, without warranties, express or implied, or representations as to accuracy, reliability, or

[1] Ministry of Health – COVID-19 Provincial Testing Guidance Update. Revision: March 5, 2021 - https://www.health.gov.on.ca/en/pro/programs/publichealth/coronavirus/docs/2019_testing_guidance.pdf

functionality. Other than any warranty provided by the manufacturer of the Devices, the Chamber and the Distributor disclaim any and all representations, warranties and conditions, whether express, implied, written or oral, in relation to the Devices, including fitness for use for any particular purpose.

2. The Business acknowledges that Rapid Antigen Screening is not considered to be an effective, preventive measure for COVID-19 on its own, and does not replace public health strategies such as symptom screening, physical distancing and other requirements under applicable provincial guidelines and law, including pursuant to the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020* ("**ROA**"), the *Health Protection and Promotion Act* ("**HPPA**"), the *Occupational Health and Safety Act* ("OHSA"), the *Emergency Management and Civil Protection Act* ("**EMCPA**"), or any other applicable legislation.

3. Availability of Devices is subject to distribution plans and mechanisms imposed by the federal and provincial governments, that are beyond the Chamber's or the Distributor's control. The Chamber and the Distributor make no guarantees regarding the availability or volumes of Devices.

4. The Business shall be **SOLELY AND EXCLUSIVELY RESPONSIBLE** for meeting all compliance requirements that govern private sector Rapid Antigen Screening under Ontario law, including:

    a. Ontario's *Considerations for Privately Initiated Testing* ("Considerations"), a current copy of which is appended as Schedule "A". The Considerations are determined in the sole discretion of the Ontario Ministry of Health, and may be subject to change at any time. At present, the Considerations require, at a minimum:
        - Prior to initiating testing, organizations must contact their local public health unit to make them aware that they will be engaging in a private testing program.
        - Private testing can only be performed using one of the types of tests currently available in Ontario as per the COVID-19 Testing Guidance.
        - Organizations should have a systematic procedure in place to provide follow up on test results.
        - Organizations should have plans in place to respond should any individuals be exposed to, or diagnosed with, COVID-19.
        - All positive COVID-19 tests performed using a validated test, including preliminary positive results obtained through POC antigen tests, must be reported to the local public health unit in accordance with the [*Health Protection and Promotion Act* or "**HPPA**"].

        The Business will be solely responsible for ensuring that it is complying with the most up to date requirements under the then-current version of the Considerations.

    b. The Business will be solely responsible for ensuring that all staff members or persons responsible for administering Rapid Antigen Screening at their workplace have met all applicable training requirements designated by the Ministry of Health, including but not limited to, the specific training materials for Rapid Antigen Screening listed on the COVID-19 Health System Response Materials website[2].

    c. Any applicable legislative requirements under the HPPA, including with respect to the authorized collection, retention, use and disclosure of Personally Identifiable Information ("**PII**"), including Personal Health Information ("**PHI**");

    d. Any applicable legislative requirements under the ROA;

[2] Ministry of Health - COVID-19 Health System Response Materials - https://www.ontariohealth.ca/COVID-19/Health-System-Response-Resources#panbio

e. Any applicable legislative requirements under the EMCPA;

f. Any applicable legislative requirements under the OHSA.

5. The Business must, on at least a weekly basis, report the following information to the Chamber via any method prescribed by the Chamber:

    a. Anonymized statistical data regarding:
        i. The number of Devices utilized within that week;
        ii. The number of "preliminary positive" screening results rendered within that week;
        iii. The number of "preliminary negative" screening results rendered within that week;
        iv. The number of "invalid" screening results rendered within that week

UNDER NO CIRCUMSTANCES SHALL THE BUSINESS PROVIDE TO THE CHAMBER OR THE DISTRIBUTOR ANY PII OR PHI RELATING TO ANY PERSONS WHO PARTICIPATE IN RAPID ANTIGEN SCREENING ADMINISTERED BY THE BUSINESS.

6. The Business will ensure that Devices provided to the Business by the Chamber and the Distributor are used ONLY for the purposes of screening persons who may be required to enter the Business' physical workplace, or any authorized use permitted by the Program.

7. Devices provided to the Business by the Chamber and the Distributor shall not be resold or distributed to any other person, under any circumstances, or used for any purpose other than any purpose related to the Program. If the Business no longer requires Devices provided to the Business pursuant to the Program, it will notify Rebecca Shelley at rebecca@grimsbychamber.com to arrange for immediate retrieval of unused Devices.

8. Any failure by the Business to meet the terms of this Agreement, including without limitation compliance with the reporting obligations identified at paragraphs 4 and 5 herein, will result in the Business' future inability to participate in the Program.

9. The Business agrees to indemnify and release the Chamber and the Distributor, including all current and former parents, subsidiaries, related companies, partnerships, or joint ventures and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, volunteers, attorneys, agents, insurers, and any other persons acting by, through, or in concert with any of the persons or entities listed in this provision, of and from any and all liability for any purpose related to the implementation of the Program (including, but not limited to, the use of the Devices) and/or any and all issues, claims, actions, demands or legal proceedings of any sort, which may be related to the Program (including, but not limited to, the use of the Devices). For greater certainty, the Business shall be solely responsible for any and all claims, causes of action, demands, liabilities, and expenses (including legal costs) with respect to the Business' implementation of Rapid Antigen Screening at its workplace.

10. 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.

11. This Agreement, including, but not limited to, the release and indemnity at paragraph 9 herein, shall be binding on the heirs, next of kin, executors, administrators, successors, assigns and representatives of the Parties hereto.

ACKNOWLEDGEMENT PAGE FOLLOWS
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ACKNOWLEDGEMENT

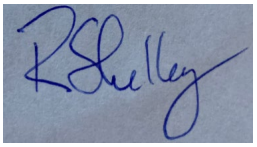
By signing and providing the required information below, the signatories confirm both the acceptance of this Agreement and that they are authorized to bind the respective Parties to the terms of this Agreement.

On behalf of the Grimsby & District Chamber of Commerce:

Employee Name & Position

Rebecca Shelley, Executive Director

Employee Signature:



I am authorized to bind the Grimsby & District Chamber of Commerce.

On behalf of The Corporation of the Town of Grimsby:

Employee Name & Position

Sarah Kim, Town Clerk

Employee Signature:

I am authorized to bind the Corporation of the Town of Grimsby.

On behalf of [Name of Business]:

Name & Position (Please print)

Signature:

I am authorized to bind the Business.

Business Name:

Business Address:

Size of Workforce: _____

Date: _____ , 2021

Email: (please print)

Telephone Number:

SCHEDULE "A"

Attach current copy:

http://health.gov.on.ca/en/pro/programs/publichealth/coronavirus/docs/Considerations_for_Privately-Initiated_Testing.pdf