

Agreements between Canada (as represented by the Minister of Health) and organizations:

1. *Agreement 1: **OBTAIN KITS – PERMITTED ORGANIZATION AGREEMENT*** for the organization to obtain rapid test kits for use in workplace screening within the organization; and,
2. *Agreement 2: **DISTRIBUTE KITS – PERMITTED ORGANIZATION AGREEMENT*** for the organization to distribute tests to individuals.

THIS DOCUMENT INCLUDES TWO AGREEMENTS, AND A SIGNATURE SECTION AFTER THE TWO AGREEMENTS, FOR THE ORGANIZATION TO AGREE TO **BOTH AGREEMENTS AT ONCE**. PLEASE READ THIS DOCUMENT, INCLUDING BOTH AGREEMENTS, CAREFULLY. THESE AGREEMENTS INCLUDE IMPORTANT INFORMATION ABOUT YOUR ORGANIZATION'S RIGHTS AND OBLIGATIONS, AND CONDITIONS AND LIMITATIONS FOR YOUR ORGANIZATION. IF YOU OR YOUR ORGANIZATION USE THIS SITE TO ORDER TESTS, YOU ACCEPT THESE TERMS AND CONDITIONS FOR YOUR ORGANIZATION.

1. Agreement 1: OBTAIN KITS – PERMITTED ORGANIZATION AGREEMENT

OBTAIN KITS – PERMITTED ORGANIZATION AGREEMENT

IN CONSIDERATION of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Canada and the Permitted Organization, Canada and the Permitted Organization covenant and agree as follows:

1. Definitions

In addition to terms defined elsewhere in this **OBTAIN KITS – PERMITTED ORGANIZATION AGREEMENT**, a capitalized term has the meaning given to it in this section:

- a. **"Agreement"** means this **OBTAIN KITS – PERMITTED ORGANIZATION AGREEMENT** entered into between Canada and the Permitted Organization;
- b. **"Canada"** means Her Majesty the Queen in right of Canada, as represented by the Minister of Health;
- c. **"Distributor"** means an organization that has received Kits purchased by Canada for Workplace Screening (as defined in Section 6 (Other Conditions of Use)), and which has entered into an agreement with Canada to permit it to distribute Kits to Permitted Organizations;
- d. **"Kits"** means COVID-19 Rapid Antigen Test Kits and related materials;
- e. **"Order"** means one delivery of Kits distributed to the Permitted Organization by the Distributor; and
- f. **"Permitted Organization"** means an organization as set out in Section 4 (Status of the Permitted Organization) of this Agreement that has agreed to this Agreement,

2. Provision of Kits to Permitted Organization: Canada purchased Kits from third party suppliers in bulk and provided them to Distributors (at no cost) for Distributors to provide to certain Permitted Organizations, provided that the Permitted Organizations agree to these terms and conditions with Canada. The Permitted Organization seeks one or more Kits made available by Canada for the Permitted Organization's use. Canada hereby agrees that the Permitted Organization may receive Kits

from a Distributor on the condition that the Permitted Organization agrees to the following terms and conditions of this Agreement, and the Permitted Organization acknowledges and agrees as follows:

- i. Canada has no obligation to provide or make available any minimum number or an ongoing supply of Kits (of any type or in any quantity) to the Permitted Organization.
 - ii. The Distributor may not charge the Permitted Organizations any fee, or otherwise receive funding or a benefit from the Permitted Organization, in exchange for the Kits. Canada has not passed on any of its costs for the Kits to the Permitted Organization.
3. Effective Date: This Agreement shall be effective between Canada and the Permitted Organization as of the date of the Permitted Organization's electronic signature to this Agreement in Part 3 of this document (*Electronic Signature to both of the agreements above*).
 4. Status of the Permitted Organization: The Permitted Organization represents and warrants to Canada that it is a business or not-for-profit organization, either unincorporated or incorporated under federal or provincial statute and operating in Canada, who employs fewer than 500 employees, and who seeks to acquire Kits for Workplace Screening.
 5. No Resale or Transfer: The Permitted Organization represents and warrants to Canada that the Kits shall not be transferred, sold or otherwise gifted by or on behalf of the Permitted Organization.
 6. Other Conditions of Use:
 - a. The Permitted Organization will use Kits received from the Distributor for the non-diagnostic screening of individuals who work for the Permitted Organization and any other persons in the Permitted Organization's workplace for whom the Permitted Organization is responsible ("**Workplace Screening**").
 - b. The Permitted Organization acknowledges and agrees that:
 - (i) Some rapid tests for COVID-19 including some of the Kits have not been authorized by Health Canada ("HC") for use in asymptomatic individuals, and/or have not been authorized by HC for administration by individuals other than health care professionals, although expanded uses for rapid tests are discussed in Canada's "Interim guidance on the use of rapid antigen detection tests for the identification of SARS-CoV-2 infection" and the first report of Canada's Expert Advisory Panel on Testing and Screening, "Priority strategies to optimize testing and screening for COVID-19 in Canada" (such as testing of workers including asymptomatic workers and repeat testing of workers in remote areas). Some rapid antigen tests for COVID-19, including some of the Kits, have been authorized by HC for serial use in asymptomatic individuals and/or have been authorized by HC for administration by individuals other than by health care professionals. Recipients are recommended to review the information regarding the Kits for which they have been provided.
 - (ii) The Kits do not prevent someone from getting COVID-19;
 - (iii) The Kits do not diagnose whether an individual has COVID-19, and the Kits may yield a false negative or false positive result;
 - (iv) Neither Workplace Screening nor the use of the Kits replace public health measures such as symptom screening, physical distancing, masking, hand hygiene, and capacity limits, nor do they replace requirements applicable to the Permitted Organization to protect the health and safety of workers or individuals in the testing location;

- (v) Workplace Screening and the Kits are for Permitted Organizations to use as additional measures to improve the safety of individuals in the workplace or testing location, rather than as measures to facilitate an increased number of individuals in that location;
 - (vi) Individuals with [symptoms of COVID-19](https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/symptoms.html#s) (https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/symptoms.html#s) or who have had close contact with someone who tested positive for COVID-19 are not eligible to take part in Workplace Screening or use Kits made available under this Agreement, and are to be directed to testing consistent with local public health guidelines; and
 - (vii) The Permitted Organization will ensure that all its employees and other individuals whose actions are required to allow the Permitted Organization to comply with this Agreement, act as required to allow the Permitted Organization to comply with this Agreement.
- d. The Permitted Organization represents and warrants to Canada that:
- (i) Kits will only be used in Canada;
 - (ii) The Permitted Organization will seek and secure the prior informed consent of individuals participating in the Workplace Screening; and
 - (iii) The Permitted Organization will collect, manage and transmit data related to the Workplace Screening in accordance with applicable federal, provincial and territorial privacy legislation and regulations.
7. "As is": The Kits are made available on an "as-is" basis at the Permitted Organization's own risk and peril. For clarity, and without limiting the generality of the foregoing, the Permitted Organization acknowledges and agrees that:
- a. Canada makes no representation or warranty, expressed or implied, legal, contractual or verbal, as to the quantity, kind, character, quality, weight, size, condition, safety or fitness for any use or purpose of the Kits;
 - b. in making the Kits available, Canada is not making any representations to the Permitted Organization, or to any individuals who may use the Kits or upon whom the Kits may be administered, about whether or not the Kits will prevent or reduce the spread of COVID-19, or will accurately identify whether or not the individual being administered the Kits has COVID-19, and Canada is offering no guarantee that the use of the Kits will prevent individuals from contracting COVID-19 or spreading COVID-19 to others or will accurately identify whether or not the individual(s) being administered the Kits has/have COVID-19, and the Permitted Organization agrees that it will have no right or claim against Canada in relation to the Kits; it being understood that:
 - (i) since the World Health Organization declared the spread of COVID-19 to be a pandemic, there was a worldwide shortage in various types of critical supplies, which include COVID-19 test kits and related materials;
 - (ii) Canada purchased such critical supplies in bulk, and is making some of these supplies, including Kits, available to third parties who seek them; and
 - (iii) the scientific evidence regarding the utility of the Kits in preventing or reducing the spread of COVID-19, and identifying COVID-19 in certain circumstances, is unclear;
 - c. any representations and warranties that may previously have been given by Canada are hereby disclaimed;

- d. acceptance by the Permitted Organization in signing this Agreement is solely in reliance on its own investigation and without recourse and without any representation or warranty of, among other things, merchantability, quality, fitness for any particular or intended purpose, commercial utility, latent or other defects, susceptibility of yielding valuable results or results that are free of defects or otherwise harmless, infringement or non-infringement of patents or other third party rights, conformity with the laws of any jurisdiction, fitness for the Permitted Organization's corporate objectives (whether or not expressly or impliedly communicated to Canada), the completeness of the Kits and the safety or hazards associated with the use of the Kits;
 - e. Canada has not tested or inspected the specific units of the Kits that a Distributor may transfer to the Permitted Organization; and
 - f. Canada does not manufacture or otherwise produce the Kits and has acquired them in bulk from third party suppliers.
8. No Assignment: The Permitted Organization will not transfer or assign its obligations under this Agreement.
9. No Liability: No action or claim may be brought by any person against Her Majesty the Queen in Right of Canada, or those for whom Canada is responsible for at law, or any of their respective employees, officers, officials, agents, or contractors, for any loss or damage of any kind whatsoever arising from this Agreement, or from the possession, ownership, removal, transportation or use of any Kits.

Her Majesty the Queen in right of Canada, Canada, those for whom Canada is responsible for at law, and any of their respective employees, officers, officials, agents, or contractors, shall not in any way be liable or responsible for any losses, costs, damages, expenses, and liabilities suffered or incurred by the Permitted Organization that are in any way connected with this Agreement or the Kits

10. Indemnity: The Permitted Organization hereby releases and shall indemnify and save and hold harmless Her Majesty the Queen in right of Canada, Her contractors and subcontractors, those for whom Canada is responsible for at law, the manufacturer of the Kits, and their respective officials, officers, directors, employees, agents, contractors and subcontractors, from and against any and all damages, losses, costs or expenses (each whether direct or indirect, and including reasonable legal fees) or any claim, action, suit or other proceeding ("Claims") in any way connected to this Agreement, or any use or non-use of the Kits (including without limitation, in each case, performance or non-performance thereunder or thereof). For clarity, but without limiting the generality of the foregoing, such release and indemnification includes that which relates to, arises out of, or is connected with:
- (i) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance or non-performance of the Kits; and/or
 - (ii) the use or operation of the Kits, which includes, without limitation, the non-performance thereof and the use or operation thereof by the Permitted Organization, their officials, officers, directors, employees, agents, advisors, contractors and subcontractors, and anyone for whom the foregoing are responsible at law, whether authorized by the Permitted Organization or otherwise.

11. Compliance with Applicable Laws and Guidance: The Permitted Organization shall, and shall ensure that its employees, contractors, and agents comply with applicable (i) federal and provincial laws and regulations, and laws, regulations or by-laws enacted by municipal, regional, provincial or federal authorities, including environmental and privacy laws, regulations and by-laws; and (ii) federal, provincial, territorial, municipal, public health authority and Kit manufacturer and supplier guidelines, policies, directives, orders and instructions. For clarity, the above includes but is not limited to the storage of the Kits, administration of the Kits, and notification requirements regarding COVID-19 testing and screening.
 12. Entire Agreement: This Agreement constitutes the entire agreement between the Permitted Organization and Canada with respect to its subject matter and supersedes all prior understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. Canada expressly rejects any provision contained in any acceptance, confirmation, acknowledgement, order for Kits, or other communication from the Permitted Organization, which is inconsistent with, or in addition to, this Agreement.
 13. Governing Law: This Agreement and the provision of Kits set out in this Agreement and the rights of the parties to this Agreement are governed by and are to be construed in accordance with the laws and regulations of the Province of Ontario, Canada, and the federal laws of Canada applicable therein.
 14. Disclosure of Information: Subject to the *Access to Information Act*, R.S 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21, all general and non-personal information with respect to or arising from this Agreement is non-confidential and may, at Canada's discretion, be made public or disclosed by Canada to third parties.
 15. Survival: This Section 17, and Sections 6 (Other Conditions of Use), 7 (As Is), 11 (No Liability), 12 (Indemnity), and any other rights and obligations which by their nature extend beyond the completion, expiry or cancellation of this Agreement, will survive the completion, expiry or cancellation of this Agreement.
 16. Severability: If any provision of this Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other terms shall remain in full force and effect.
 17. Amendment: Canada and the Recipient may agree to amend this Agreement and such amendment shall only be valid, provided it is in writing and signed by Canada and the Permitted Organization.
 18. Contra Proferentem: Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.
 19. Reporting: Responsibility for compliance with any reporting requirements required by local health authorities is the sole responsibility of the Permitted Organization.
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2. Agreement 2: DISTRIBUTE KITS – PERMITTED ORGANIZATION AGREEMENT

DISTRIBUTE KITS – PERMITTED ORGANIZATION AGREEMENT

IN CONSIDERATION of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Canada and the Permitted Organization, the Parties hereto agree as follows:

Article 1. Definitions

In addition to the terms defined elsewhere in this Agreement, a capitalized term has the meaning given to it in this section:

- a. **“Agreement”** means this **DISTRIBUTE KITS – PERMITTED ORGANIZATION AGREEMENT**, formed between Canada and the **“Permitted Organization”** (see 1.k below) upon electronic signature by the Permitted Organization as set out in Part 3 of this document (*Electronic Signature to both of the agreements above*) of this Agreement and all of its appendices, as may be amended from time to time;
- b. **“Canada”** means Her Majesty the Queen in right of Canada, as represented by the Minister of Health;
- c. **“Distributed Kits”** means Kits distributed by the Permitted Organization;
- d. **“HC”** means the Department of Health, as established under the *Department of Health Act*, S.C. 1996, c.8;
- e. **“Individual Recipients”** means individuals who receive Kits from Permitted Organizations;
- f. **“Kits”** means COVID-19 Rapid Antigen Test Kits and related materials and has the meaning ascribed to it in Article 2;
- g. **“Obtain Kits - Permitted Organization Agreement”** refers to the agreement entered into by Canada and the Permitted Organization for the purpose of obtaining Kits for Workplace Screening (see 1.m below)
- h. **“Parties”** means both parties to this Agreement: Canada and the Permitted Organization;
- i. **“Party”** means either party to this Agreement: Canada or the Permitted Organization;
- j. **“Permitted Organization”** means the party entering this Agreement with Canada;
- k. **“Permitted Organization Kits”** means Kits which the Permitted Organization receives for use at its workplaces (i.e. Kits not distributed pursuant to this Agreement). The Obtain Kits - Permitted Organization Agreement shall continue to apply to Kits that the Pharmacy receives and uses for Workplace Screening; and
- l. **“Workplace Screening”** means non-diagnostic screening of individuals at the Permitted Organization’s workplace.

Article 2. Acquisition of Kits from the Distributor by the Permitted Organization

- 2.01 Canada has provided COVID-19 rapid antigen test kits (the **“Kits”**) procured by Canada to an organization who is party to a distribution agreement with Canada for the distribution

of Kits (“**Distributor**”) (at no cost). Canada has signed a distribution agreement with the Distributor in which Canada has permitted the Distributor to distribute some of these Kits to the Permitted Organization for further distribution, on the condition that the Permitted Organization agrees to the terms and conditions of this Agreement.

2.02 Upon the Recipient’s signature of this Agreement, Canada will permit the Distributor to transfer Kits to the Permitted Organization for the purposes permitted in this Agreement. The Distributor shall not charge the Permitted Organization a fee, or otherwise receive funding or a benefit from the Permitted Organization, in exchange for the Kits. Canada has not passed any of its costs for the Kits on to the Distributor or the Permitted Organization.

2.03 Neither this Agreement, nor acceptance by the Permitted Organization of the terms and conditions contained herein, creates any obligation, on Distributors, or on Canada, to provide any minimum number, or any ongoing supply, of Kits to the Permitted Organization.

2.04 Canada may unilaterally, in its sole discretion and at any time, cease to supply Distributors with Kits and/or revoke permission of any Distributor to further transfer its Kits, to any person, including the Permitted Organization. Canada makes no representation to the Permitted Organization that it will continue to receive Kits of any type or in any quantity from the Distributor.

Article 3. Distribution

3.01 The Permitted Organization offers and agrees to distribute, and Canada accepts and consents to the Permitted Organization’s distribution of, rapid COVID-19 antigen Kits (Kits distributed by the Permitted Organization are hereinafter referred to as “**Distributed Kits**”), on a non-exclusive basis, to Individual Recipients during the term of this Agreement. The Permitted Organization will make reasonable efforts to ensure that each Individual Recipient has received the End User information documentation provided by Canada prior to the Permitted Organization providing Kits to that Individual Recipient, that indicates:

1. A negative test result does not guarantee that you do not have COVID-19. This test could show a false negative or positive result.
2. Restrictions or guidelines for use of certain types of tests, including any that are related to the test’s regulatory approval.

3.02 The above Article 3.01 shall apply notwithstanding Section 5 of the Obtain Kits - Permitted Organization Agreement, which restricts the Permitted Organization from transferring, selling or gifting Kits. The Obtain Kits - Permitted Organization Agreement shall continue to apply to Kits that the Permitted Organization receives and uses for Workplace Screening, as defined in that agreement (i.e. Kits not distributed pursuant to this Agreement) (hereinafter “**Permitted Organization Kits**”).

3.03 The Parties agree that the Permitted Organization shall not charge the Individual Recipient a fee, or otherwise receive funding or a benefit, in exchange for the Kits.

3.04 The Permitted Organization shall ensure proper storage and handling of the Kits prior to distribution to the Individual Recipients. The Permitted Organization only assumes risk and liability associated with the Kits during the period of time it is in possession of the Kits. For greater certainty, the Permitted Organization shall not be responsible for the disposal of biohazard waste materials or byproduct created by the Kits distributed to the Individual Recipients.

Article 4. Term and Termination

4.01 The term of this Agreement is three (3) months commencing on the date of this Agreement. The Agreement will automatically renew for additional successive three (3) month periods unless either Party provides a written notice of non-renewal at least 30 days prior to the end of the then current term.

4.02 Either Party may terminate this Agreement upon giving 30 days' written notice of termination without cause.

4.03 Either Party may terminate this Agreement immediately by written notice upon a breach or default by the other Party of any provision of this Agreement.

4.04 Notwithstanding this Article 4 (Term and Termination), this Agreement shall automatically terminate upon the termination of the Obtain Kits - Permitted Organization Agreement.

Article 5. Communication, Training and Reporting

5.01 The Parties agree that this Agreement is not intended to and shall not operate to relieve the Permitted Organization from making reasonable efforts relating to records and complaint handling set out in sections 52 – 58 of the *Medical Devices Regulations* (MDR).

5.02 The Permitted Organization will make reasonable efforts to ensure that any information of which it becomes aware or that it receives that is potentially related to possible non-performance of Kits, from any parties involved in Kit distribution or use, is shared with Canada, the Kit manufacturer and any other entity required by law.

Article 6. Confidentiality

6.01 From time to time during the term of this Agreement (as defined in Article 4 (Term and Termination)), either Party may disclose or make available to the other Party information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, including information about an identifiable individual(s) (collectively, "**Confidential Information**"). Confidential Information shall not include, and confidentiality obligations imposed by Article 6 (Confidentiality) do not apply to, information that, at the time of disclosure is: (a) in the public domain or becomes

available to the public without breach of this Agreement; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by receiving Party on a non-confidential basis from a third party; (d) independently developed by the receiving Party without the receiving Party reviewing or accessing the Confidential Information; (e) required to be disclosed pursuant to a judicial, administrative or Parliamentary order; (f) information to which the disclosing Party consents to be released; or (g) required to be disclosed by law or to the Auditor General of Canada. For clarity, nothing in this Agreement will be interpreted so as to preclude Canada from disclosing information: (1) under the federal *Access to Information Act* or otherwise pursuant to any applicable federal laws, or, (2) that Canada may be obligated to disclose to the Auditor General of Canada.

6.02 Each Party agrees to use the Confidential Information furnished by the other Party only as reasonably required for the purposes of this Agreement and for no other purpose, whether directly or indirectly.

6.03 The receiving Party shall not disclose any such Confidential Information to any person or entity, except to the receiving Party's employees or contractors (and, if the receiving Party is Canada, also government officials) who have a need to know the Confidential Information for the receiving Party to perform its obligations hereunder. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies, except that either Party may retain copies of any of the other Party's Confidential Information as required by law.

6.04 Each Party shall promptly notify the other Party of any unauthorized disclosure, possession, use or knowledge of Confidential Information received by it as recipient that becomes known to such Party.

Article 7. Indemnification

7.01 The Permitted Organization covenants and agrees with Canada as follows with respect to Distributed Kits:

(a) The Permitted Organization shall indemnify and hold harmless Her Majesty the Queen in right of Canada, the manufacturer of the Kits, and their respective servants, employees, officers, directors, agents or subcontractors, and those for whom the foregoing are responsible for at law ("**Indemnified Persons**"), from and against any and all damages, losses, costs or expenses, including legal fees, or any claim, action, suit or other proceeding ("**Claims**") (other than Claims brought by any of the Individual Recipients or anyone using these Distributed Kits), in relation to, arising out of, or in connection with:

- (i) breach of this Agreement by the Permitted Organization;
- (ii) breach of law by the Permitted Organization or any of the Permitted Organization's affiliates, subsidiaries, successors, and permitted assigns, and each of their respective servants, employees, officers, directors, agents, volunteers, or subcontractors ("**Persons for Whom the Permitted Organization is Responsible**"); and

(iii) negligence or willful misconduct by the Permitted Organization or by any Persons for Whom the Pharmacy is Responsible.

(b) The Permitted Organization's obligation to indemnify the Indemnified Persons in subsection 7.01(a) shall not apply to Claims arising from Canada's negligence or willful misconduct.

7.02 For greater certainty, the Parties agree that the Permitted Organization's obligation to indemnify in Section 12 of the Obtain Kits - Permitted Organization Agreement shall apply in the case of Claims arising in relation to Permitted Organization Kits.

Article 8. Limitation of Liability

8.01 No Claim may be brought by the Permitted Organization, or any Persons for Whom the Permitted Organization is Responsible, against any Indemnified Persons or those for whom Canada is responsible for at law for any loss or damage of any kind whatsoever arising from the Kits distributed to Individual Recipients under this Agreement, or this Agreement.

8.02 Except for the Permitted Organization's liability for indemnification in Article 7 (Indemnification) of this Agreement, in no event shall the Permitted Organization be liable, whether the claim is based on tort or otherwise, for any consequential, indirect, special, punitive, exemplary or incidental damages (including but not limited to loss of results, loss of opportunity, loss of profits or similar losses) arising from or in connection with the Kits distributed to Individual Recipients under this Agreement, or this Agreement.

Article 9. General

9.01 Entire Agreement

The following documents constitute the entire agreement between the Permitted Organization and Canada with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. If there is a discrepancy between the following documents, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list as follows:

(a) this Agreement;

(b) the Obtain Kits - Permitted Organization Agreement, except with respect to the distribution of Distributed Kits to Individual Recipients under this Agreement;

9.02 Non-Assignability

Unless otherwise indicated in this Agreement, neither this Agreement nor any of the rights or obligations hereunder shall be assignable by either Party without written consent first obtained from the other Party and any attempted assignment without such written consent is void and confers no rights upon the assignee.

9.03 **Survival**

Regardless of the circumstances of termination or expiration of this Agreement this Article 9.03 and Article 6 (Confidentiality), Article 7 (Indemnification), Article 8 (Limitation of Liability), and any provision which by its nature extends beyond such termination or expiration, will survive according to their terms.

9.04 **Enurement**

This Agreement is binding upon and enures to the benefit of the Parties hereto and their respective successors and permitted assigns.

9.05 **Compliance with Laws and Guidance**

The Permitted Organization shall, and shall ensure that its employees, contractors, and agents comply with applicable (i) federal and provincial laws and regulations, and laws, regulations or by-laws enacted by municipal, regional, provincial or federal authorities, including environmental and privacy laws, regulations and by-laws; and (ii) federal, provincial, territorial, municipal, public health authority and Kit manufacturer and supplier guidelines, policies, directives, orders and instructions. For clarity, the above includes but is not limited to the storage of the Kits, administration of the Kits, and notification requirements regarding COVID-19 testing and screening.

9.06 **Amendment**

Canada and the Permitted Organization may agree to amend this Agreement and such agreement shall only be valid, provided it is in writing and signed by Canada and the Permitted Organization.

9.07 **Governing Law**

This Agreement shall be construed and in force in accordance with, and the rights of the Parties shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

9.08 **Relationship of the Parties**

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9.09 **Interpretation**

Unless herein defined, capitalized terms in this Agreement have the meaning ascribed to them in the Obtain Kits - Permitted Organization Agreement.

9.10 **Access to Information**

Subject to the *Access to Information Act*, R.S 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21, all general and non-personal information pertaining to this transaction is non-confidential and may, at Canada's discretion, be made public or disclosed by Canada to third parties.

9.11 **Contra Proferentem**

Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.

3. Electronic Signature to both of the agreements above

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