

[insert PHU letterhead]

Please note that the Ministry does not make any representations as to whether or not this template MOU is fit for your purposes and you as the PHU should review this with your own legal teams/obtain legal advice to ensure that this document meets your own internal compliance requirements. This MOU template is a tool provided to facilitate partnerships and maintain accountability between you and your partner organizations

MEMORANDUM OF UNDERSTANDING

[Date]

[Recipient Name]

[Address]

Dear [],

This memorandum (“**Agreement**”) confirms the understanding between the [Public Health Unit Name] (“**PHU**”) and [], its employees, agents, and representatives (the “**Community Partner**”), whereby the Community Partner will collaborate with PHU for the provision of the publicly funded COVID-19 vaccine program. In order to administer the vaccine, the Community Partner acknowledges it will have access to the Ministry’s platform, the “Provincial COVID-19 Vaccine Solution-COVAXON” (the “**Solution**”), to disclose COVID-19 vaccine administration, demographic, and adverse event information to the Chief Medical Officer and for other authorized purposes.

The Community Partner acknowledges by collaborating with PHU that it will have to ensure the following:

(a) When administering the vaccine that:

- it administers the vaccine in accordance with all applicable laws, Ministry directions and guidelines, including, but not limited to, any direction for the timing and manner of immunization, infection control procedures, and the priority of certain groups for vaccination;
- it schedules patients in a manner to minimize the wastage of any vaccine doses;
- it only allows individuals legally-authorized to administer the vaccine to administer the vaccine;
- it administers the vaccine free of charge to all recipients;
- it completely and accurately inputs of all data fields in the Solution within forty-eight (48) hours of administering the dose;

- Where use of the Solution is not possible, to correctly document information onto Ministry provided paper forms, and to store these forms appropriately to maintain accessibility
- it provides each vaccine recipient with a written or electronic record of receipt of the vaccine with PHU's contact information included; and
- it reports all adverse events following immunization to PHU within five (5) days after the event is recognized.

(b) When storing and handling the vaccine that:

- it follows the Vaccine Storage and Handling Protocol under the Ontario Public Health Standards and any guidelines or instructions from the vaccine manufacturer, including, but not limited to, maintaining temperature logs for all vaccine storage units;
- it ensures the cold chain of the vaccine is maintained at all times; and
- it maintains strict inventory of the vaccine, including doses received, unused, spoiled, expired and wasted and reports any wasted doses to PHU;
- it maintains strict security of the vaccine and that all appropriate measures are taken to mitigate damage or theft to the vaccine

(c) When using the Solution that:

- it does not resell, distribute, damage, or provide unnecessary access to the Solution; and
- it follows the Acceptable Use Policy attached hereto as Schedule "A" as amended from time to time, including, but not limited to, the confidentiality provisions contained in Section 7 therein.

This Agreement does not create a partnership, joint venture or principal and agent relationship between PHU and the Community Partner and is governed by the laws of the Province of Ontario and the federal laws of Canada.

The Community Partner agrees to indemnify and hold harmless PHU, its officers, elected officials, volunteers, employees, agents, successors, and assigns against any and all claims, demands, damages, costs, and actions arising out of or related to the negligent acts, negligent omissions, or wilful misconduct of the Community Partner in connection with this Agreement, unless caused or contributed to by the negligent acts, negligent omissions, or wilful misconduct of PHU.

The Community Partner may not assign, transfer or otherwise dispose of all or any part of its rights or contained in this Agreement without the prior written consent of PHU.

The Community Partner agrees to collaborate fully with PHU to do such acts as may be reasonably required or desirable to give full effect to this Agreement, taking into account all the reasonable instructions and recommendations of PHU relating to the way of preparing and carrying out the COVID-19 vaccine program.

We look forward to working with you to ensure the safety of our community. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

[PUBLIC HEALTH UNIT NAME]

[PHU Representative Name]

[PHU Representative Position]

Agreed to and acknowledged by:

[REDACTED]

BY: _____

Name:

Title:

BY: _____

Name:

Title:

Schedule "A" **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 reporting COVID-19 vaccine administration, demographic and adverse event information to the Chief Medical Officer of Health, a Medical Officer of Health or a Board of Health as authorized or permitted under PHIPA or the HPPA, and other purposes permitted or required by law.

"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.

"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 may access and use 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 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 which is not required for your use of the Solution.
- (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 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.

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

The Ministry shall not be liable for any losses, expenses, costs, claims, damages or liabilities howsoever arising in connection with or as a result of a User's End User's access to or use of the Solution.

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.