

**PROVINCIAL ANTIGEN SCREENING PROGRAM
AGREEMENT/COMMITMENT**

IF YOU ARE ORDERING COVID-19 RAPID ANTIGEN SCREENING KITS AS PART OF THE PROVINCIAL ANTIGEN SCREENING PROGRAM (THE “PASP”), THE FOLLOWING TERMS AND CONDITIONS APPLY:

Business Name: (please print) _____

1. As part of the Ministry of Health and Health Canada, you are agreeing to participate in a “Supervised Self-Screening Program” for workplace employee screening. This program is under the sole responsibility and discretion of the Province of Ontario. The Province makes no guarantees about the availability or volumes of Screening Kits that may be available.
2. The Screening Kits provided by the Burlington Chamber of Commerce (the Chamber) and Burlington Economic Development Corp (BEDC) operating as an arm’s length organization of the City of Burlington to you are provided free of charge, on an “as-is” basis. Other than any warranty provided by the manufacturer, the Chamber and Economic Development disclaim any and all representations, warranties and conditions, whether express, implied, written or oral, in relation to the Screening Kits, including fitness for use for any particular purpose.
3. The Chamber and BEDC are bound by the Freedom of Information and Protection of Privacy Act (Ontario) and the Municipal Freedom of Information and Protection of Privacy Act (Ontario) respectively and any information provided to the Chamber and BEDC in connection with the Program may be subject to disclosure in accordance with those Acts.
4. You **MUST**:
 - a. Agree to adhere to all safety requirement for pickup including wearing any PPE deemed necessary and completing the screening in advance.
 - b. Ensure that the Screening Kits are:
 - i. Used only for the purposes of the PASP (Provincial Antigen Screening Program).
 - ii. Not resold or distributed to any other person.
 - c. Report ALL data regarding results of the Screening Kits EACH WEEK at the designated web page that will be provided to you when you acquire the kits.
Failure to do so will result in future inability to participate in the program.
 - d. In providing COVID-19 point-of-care antigen testing to individuals using the Screening Kits at your 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.
 - e. **Supply, at your own cost, the appropriate human resources and all equipment and supplies (other than the Screening Kits themselves) required to perform the COVID-19 point-of-care antigen testing in a compliant manner using the Screening Kits at your site.**
 - f. Ensure that the person supervising the COVID-19 rapid antigen testing using the Screening Kits at your site, has participated in the training offered at the pickup site. **(Suggestion is that the Health and Safety designate be appointed as the Supervising Screener).**

g. The screen pad and vial (including the swab and buffering agent contained within the Screening Kit) are considered hazardous waste. Each **company or organization acquiring and utilizing the kits is responsible for their safe disposal.**

5. This agreement comes into effect upon execution and shall expire on March 31, 2022, unless terminated earlier in accordance with this section. The Chamber and BEDC reserve the right to terminate this Agreement upon written notice to you if you fail to comply with any terms of this Agreement. For clarity, if the agreement is terminated, you shall no longer be participating in the PASP and shall not receive any further access to Screening Kits.

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.

WAIVER AND RELEASE: The undersigned waive(s) any and all claims against, and releases and further discharges, the Burlington Chamber of Commerce, the Burlington Economic Development Corp (BEDC) and the City of Burlington, their respective directors, councillors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions and causes of actions, by reason of any damage, loss or injury to person and property which has been or may be sustained in the future as a consequence of participating in the Provincial Antigen Screening Program (PASP).

Check to declare that the screening supervisor, has watched the training video.

Screening Supervisor Designate Name (please print) _____

X _____
Screening Supervisor Designate Signature

Date: _____
DD/MM/YYYY

Business Name (please print)

X _____
Authorized Signature

Date: _____
DD/MM/YYYY