

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 Guelph Chamber of Commerce to you are provided free of charge, on an “as-is” basis. Other than any warranty provided by the manufacturer, the Chamber 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. You MUST:

a. 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.

b. 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.

c. 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 using the Screening Kits at your site.

d. 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).

4. This agreement comes into effect upon execution and shall expire on March 31, 2022, unless terminated earlier in accordance with this section. The Guelph Chamber of Commerce 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.

5. 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 waives any and all claims against, and releases and further discharges, the Guelph Chamber of Commerce, their directors, 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).