

COLLABORATION AGREEMENT

Healthcare Excellence Canada

a not-for-profit incorporated under the laws of Canada
having a registered office located at 150 Kent Street, Suite 200, Ottawa, Ontario K1P 0E4
("HEC")

-and-

[insert full legal name of organization]

[insert address]

("Lead Organization")

Recitals

- A) HEC, the Lead Organization, Team Participants, as well as Collaborative Stakeholders, caregivers, individuals with lived and living experience and patients are working together on an initiative known as the Enabling Aging in Place Collaborative ("Collaborative").
- B) The objective of the Collaborative is to advance Collaborative Stakeholders' unique goals for supporting the health and social needs of older adults and care partners living in the community. Collaborative participants will build their capability to leverage an Asset Based Community Development (ABCD) philosophy to adapt, adopt or further expand on a promising practice that aligns with HEC's Enabling Aging in Place program principles. These principles are derived from promising practices across Canada that have demonstrated impact in helping older adults remain at home with improved safety, health and quality of life for older adults and delay entry to long-term care. The Collaborative will also aim to reduce unnecessary emergency department (ED) visits, and demands on care partners while optimizing health and social resources (collectively the "**Objectives**")
- C) In consideration of the foregoing recitals and of the covenants, representations and agreements set forth below, the Parties agree as follows:

1. Collaborative

- a) **Scope.** The Parties shall use reasonable efforts to achieve the Objectives and complete the Activities and Deliverables listed in the Statement of Work within its Timelines (Schedule B) and within the Budget (Schedule C). That said, the Parties recognize that their specific roles, responsibilities and Objectives may change and evolve. The Parties therefore agree to negotiate, in good faith, any required modification of the roles and responsibilities of the Parties and to execute any such amendments as a schedule hereto.
- b) **Good Faith Cooperation.** To facilitate the progress of the Collaborative each Party, which for clarity includes each Team Participant, is under a good faith obligation to cooperate with Collaborative Stakeholders and the Government of Canada.
- c) **Term.** This Agreement shall come into effect on January 5, 2024 ("**Effective Date**") and shall continue in effect until May 31, 2024, unless extended or terminated as set out herein ("**Term**").

2. Financial Matters

- a) **Seed Funds.** HEC will provide funds of an amount not to exceed **\$15,000** to the Lead Organization to administer and disburse on behalf of HEC ("**Seed Funds**"). **Seed funds can be spent from the Effective Date to April 30, 2024.** Subject to the terms and conditions of this Agreement, HEC will transfer the Seed Funds to the Lead Organization in two (#2) installments. For clarity, if a Timeline, Activity or Deliverable is not met as set out at Schedule B, then any Seed Funds transferred from HEC to the Lead Organization may be deemed by HEC as an overpayment and subject to repayment obligations pursuant to

Section 2.h). In addition to repayment of some or all Seed Funds, no further Seed Funds shall be transferred to the Lead Organization for any additional phases of work described in Schedule B.

Date	Activity	Details
Within thirty (30) days of receipt of an executed copy of the Agreement.	First Funding Installment	Up to \$13,500 , will be transferred to the Lead Organization within thirty (30) days of receipt of an executed copy of the Agreement.
March 31, 2024	First Expenditure Report	The Expenditure Report must be submitted to HEC by no later than April 5, 2024, for Eligible Expenses up to March 31, 2024.
April 30, 2024	Second Expenditure Report & Second Funding Installment	<p>The Expenditure Report must be submitted to HEC by no later than May 5, 2024, for Eligible Expenses up to April 30, 2024.</p> <p>Up to \$1,500 will be transferred to the Lead Organization within thirty (30) days of HEC's receipt and acceptance of the Expenditure Report (Schedule D) and completion of Activities and Deliverables as set out at Schedule B.</p> <p>Unspent Seed Funds from the total budget will be subtracted from the Second Installment.</p>

- b) **Deposit of Seed Funds.** Seed Funds are to be deposited into an account designated by the Lead Organization, provided that the account resides at a Canadian financial institution in the name of the Lead Organization. All Seed Funds provided by HEC under this Agreement are inclusive of all applicable taxes.
- c) **Administration of Funds.** The Lead Organization will be solely responsible for the administration and disbursement of Seed Funds. Seed Funds are only to be disbursed and used pursuant to this Agreement to support the participation of the Lead Organization and/or Team Participants, as set out in Part I of Schedule F.
- d) **Funding.** The Lead Organization and Team Participant(s) may be eligible to draw upon the Seed Funds for eligible expenses listed in the Budget (Schedule C) (each an “**Eligible Expense**”) as approved by HEC.
- e) **Rebates, Credits and Refunds.** The Lead Organization agrees that it will not disburse any Seed Funds unless the Lead Organization and/or Team Participant, seeking to draw on the Seed Funds, has reasonably demonstrated that the funding directly relates to an Eligible Expense, as set out in the Budget (Schedule C) less any costs (including taxes, if applicable) that the Party in receipt of any Seed Funds has received, will receive, or is eligible to receive, as a rebate, credit or refund.
- f) **Use of Seed Funds.** The Lead Organization and each Team Participant separately and individually warrants, represents and guarantees that it will:
 - i. ensure that the total of non-HEC government financial assistance, (*i.e.*, federal, provincial, territorial or municipal financial assistance) (“**Other Government Assistance**”) and Seed Funds for Eligible Expenses shall not exceed 100% of its actual costs of claimed Eligible Expenses (“**Stacking Limit**”);
 - ii. promptly advise HEC, in writing, if: A) the total of Other Government Assistance and Seed Funds relating to claimed Eligible Expenses shall exceed or is likely to exceed the Stacking Limit; and B) the Seed Funds designated for a particular Eligible Expense will not be fully spent during the Term; and,
 - iii. promptly return any unspent portion of Seed Funds to HEC upon the expiry or termination of this Agreement.
- g) **Stacking Limit.** Each Party acknowledges and agrees that any Party, which for clarity includes a Team Participant, may receive funding or in-kind contributions from third parties for this Collaborative, including Other Government Assistance. Nothing in this Agreement shall prohibit any Party from using third-party funding to assist it to carry out its obligations under this Agreement. However, if the Stacking Limit is exceeded as a result of receiving Other Government Assistance, then the offending Party must provide a written explanation how the funds received were spent, if at all (“**Excess Funding**”).

- h) **Repayment.** During the Term and for six (6) years thereafter, if HEC, its Representatives or the Government of Canada determines that there was Excess Funding, an ineligible expenditure, overpayment or the Party drawing Seed Funds did not otherwise properly disburse Seed Funds, then the Party in receipt of such Seed Funds shall promptly return the amount to HEC (or the Lead Organization as may be applicable) and/or HEC may direct that a corresponding negative adjustment be made regarding any future funding arrangements.
- i) **Budget Reallocation.** The Lead Organization may amend the Budget (Schedule C) throughout the Term if they receive approval from HEC in writing, where HEC determines, at their sole and absolute discretion, that an alternative budget allocation would better serve the Objectives.
- j) **Interest Rate.** If a Lead Organization or Team Participant received Excess Funding, an overpayment or erroneous payment, then interest may be levied, at the then current interest rate charged by the Bank of Canada plus 2%, by HEC on any amount that is not repaid during the period beginning on the due date and ending on the day before the day on which repayment is received by HEC.
- k) **Own Costs.** Each Party shall be responsible for its own costs related to the negotiation and administration of this Agreement.

3. Acknowledgment. Unless otherwise agreed in writing amongst the Parties, Collaborative Materials shall include the following statement:

For publications:

“This work was supported by Healthcare Excellence Canada (HEC). HEC is an independent, not-for-profit charity funded primarily by Health Canada. The views expressed herein do not necessarily represent those of Health Canada. Unmodified use or reproduction of this publication is permitted within Canada for non-commercial purposes only. This publication is provided “as is” and is for informational/ educational purposes only. It is not intended to provide specific medical advice or replace the judgment of a healthcare professional. Those preparing and/ or contributing to this publication specially disclaim all liability or warranty of any kind, whether express or implied.”

However, if the Collaborative Materials are presentations, brochures, or similar documents in either paper or electronic form, then the following acknowledgement may be used:

“This work was supported by Healthcare Excellence Canada (HEC). HEC is an independent, not-for-profit charity funded primarily by Health Canada. The views expressed herein do not necessarily represent those of Health Canada. Those preparing and/ or contributing to this [insert type of material] disclaim all liability or warranty of any kind, whether express or implied.”

- 4. **Language.** The Parties acknowledge that they have specifically requested and consented that this Agreement be drawn up in the English language. *Les parties reconnaissent qu’elles ont spécifiquement exigé, requis et consenti à ce que la présente entente, soit rédigée en anglais.*
- 5. **Counterparts.** This Agreement may be executed in electronic format, in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party, through its authorized officers, have executed this Agreement as of the Effective Date.

Healthcare Excellence Canada

[Insert full legal name of Lead Organization]

per: _____

per: _____

Name: [insert]

Name: [insert]

Title: [insert]

Title: [insert]

Schedule A

Additional Terms and Conditions for Agreement

Background:

The funding for the Collaborative, which is provided by HEC is, in whole or in part, obtained pursuant to a funding agreement (“**Health Canada Contribution Agreement**”) between HEC and His Majesty the King in Right of Canada as represented by the Minister of Health.

The Health Canada Contribution Agreement requires HEC to include certain terms and conditions in its agreements with third parties concerning funding arrangements.

The Lead Organization acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of public funds.

The Parties agree that the following terms and conditions are included in addition to any other terms of the Agreement:

1. Definitions:

In this Agreement:

- a) “**Agreement**” means the signed collaboration agreement between HEC and the Lead Organization (“**Collaboration Agreement**”) and all Schedules thereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.
- b) “**Background Intellectual Property**” means any and all Intellectual Property conceived, developed, reduced to practice or otherwise made or acquired by a Party prior to the Effective Date or execution date of the Participation Agreement, as may be applicable, or outside the scope of this Agreement.
- c) “**Claims**” has the meaning set out in Section 10.a) of this Schedule A.
- d) “**Collaborative**” has the meaning set out in paragraph A of the Recitals to the Collaboration Agreement.
- e) “**Collaborative Materials**” means Intellectual Property conceived or developed with Collaborative Stakeholders (including their directors, officers, employees, members or contractors) relating to the Collaborative, such as education and training materials, which includes but is not limited to articles, scholarly writings, oral or written presentations, lectures, conferences, seminars or webinars as well as memoranda, notes, reports, surveys, research, studies, compilations of data, documents and other work product in any medium collected, discovered or otherwise derived from the Collaborative. Personal Health Information and Personal Information shall not form part of the Collaborative Materials.
- f) “**Collaborative Stakeholders**” means the Lead Organization, the Team Participants, and the other healthcare and social service entities that have signed an agreement substantially similar to this Agreement with HEC or a Participation Agreement

thereto, as listed in Part II of Schedule F, which may be amended from time to time at HEC’s sole and absolute discretion.

- g) “**Confidential Information**” means any non-public information relating to technical, financial, operational or business plans, customers, employees, Data, PHI, PI, equipment, financial statements, Intellectual Property, inventory, strategies, products, suppliers, and trade secrets of the Disclosing Party, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labeled or identified as confidential or proprietary. “**Confidential Information**” includes, without limitation, information relating to under development, unreleased or released Disclosing Party products, services, policies, practices and information received from others that the Disclosing Party is obligated to treat as confidential.

Confidential Information shall not include that information defined as Confidential Information above, (other than PI or PHI, which shall always constitute Confidential Information), that the Receiving Party can document: (i) entered the public domain without the Receiving Party’s or any of the Receiving Party’s Representatives’ breach of any obligation owed to the Disclosing Party; (ii) became known to the Receiving Party or any of the Receiving Party’s Representatives prior to the Disclosing Party’s disclosure of such information to the Receiving Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party; (iv) is ordinarily provided to licensed users of the Disclosing Party’s services, if such users are not subject to an obligation to maintain such information in confidence; (v) was independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party and such independent development is adequately documented; or (vi) is information for which further use or disclosure is authorized in writing by the Disclosing Party.

- h) “**Data**” means information collected by the Lead Organization, a Team Participant and/or Collaborative Stakeholder about their respective patients, caregivers, professional healthcare providers, as well as outcome, process and balancing measures related to the Collaborative and disclosed to HEC. No personal health information will be collected by HEC. Data must be in a secure aggregated anonymized format with a minimum of six (6) individuals.
- i) “**Disclosing Party**” means the Party that discloses Confidential Information to the other Party.

- j) “**Effective Date**” has the meaning set out in Section 1.c) of the Collaboration Agreement.
 - k) “**Entity**” has the meaning set out in Section 14.j) of this Schedule A.
 - l) “**Eligible Expense**” has the meaning set out in Section 2.d) of the Collaboration Agreement.
 - m) “**Excess Funding**” has the meaning set out in Section 2.g) of the Collaboration Agreement.
 - n) “**Forward Intellectual Property**” means any and all Intellectual Property conceived, developed, or reduced to practice or otherwise made by a Party in the course of collaboration under this Agreement.
 - o) “**Intellectual Property**” means trade or brand names, business names, trademarks, service marks, copyrights, patents, trade secrets, know-how, inventions, research data, drawings and designs, formulae, processes, technology and other intellectual, industrial or proprietary rights, together with all rights under licences and other agreements relating to any of the foregoing or which embody, emulate or employ any part of the foregoing.
 - p) “**Objectives**” has the meaning set out in paragraph B) of the Recitals to the Collaboration Agreement.
 - q) “**Other Government Assistance**” has the meaning set out in Section 2.f) of the Collaboration Agreement.
 - r) “**Party**” and collectively the “**Parties**” means HEC, the Lead Organization and to all those who are now or become bound by the Collaborative Agreement by way of the Participation Agreement (Schedule G).
 - s) “**Personal Health Information**” or “**PHI**” means any personal health information, as defined in the applicable provincial legislation, including but not limited to the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3.
 - t) “**Personal Information**” or “**PI**” means any information in the possession of the Disclosing Party, including, without limitation, the employees of a Party, about an identifiable individual or other information that is subject to any applicable privacy laws.
 - u) “**Privacy Legislation**” means any applicable privacy legislation, including but not limited to the *Personal Information Protection and Electronic Documents Act, S.C. 2000*, c. 5.
 - v) “**Receiving Party**” means the Party to whom Confidential Information is disclosed.
 - w) “**Representatives**” means a Party’s agents, directors, officers, employees, consultants and advisers.
 - x) “**Research Protocol**” has the meaning set out in Section 6.a)iii of this Schedule A.
 - y) “**Seed Funds**” has the meaning set out in Section 2.a) of the Collaboration Agreement.
 - z) “**Stacking Limit**” has the meaning set out in Section 2.f) of the Collaboration Agreement.
 - aa) “**Team Participants**” means a healthcare organization that has signed a Participation Agreement related to this Agreement;
 - bb) “**Term**” has the meaning set out in Section 1.c) of the Collaboration Agreement.
 - cc) “**Traditional Knowledge**” refers to the traditional knowledge, knowledge systems, know-how, creations, innovations, skills, practices, stories, and other cultural expressions generally regarded as pertaining to First Nations, the Inuit, the Métis and/or their members (Traditional Knowledge Holder) which have been developed, sustained, and passed on from generation to generation of First Nation, Inuit, or Métis members and their ancestors. “Traditional Knowledge” includes tradition-based literary, artistic, or scientific works; performances; inventions; scientific discoveries; designs; marks, names, and symbols; undisclosed information; and all other tradition-based innovations and creations resulting from intellectual activity in the industrial, scientific, literary, or artistic fields. Categories of Traditional Knowledge may include cultural and agricultural knowledge; scientific knowledge; technical knowledge; ecological knowledge; medicinal knowledge, including related medicines and remedies; biodiversity-related knowledge; “expressions of folklore” in the form of music, dance, song, handicrafts, designs, stories, and artwork; elements of languages, such as names, geographical indications, and symbols; and movable cultural properties. Traditional Knowledge does not include scientific, technical, or other knowledge and any related intellectual property rights independently obtained by HEC and/or a Traditional Knowledge Holder for the purposes of this Agreement or otherwise.
 - dd) “**Traditional Knowledge Holder**” means individual(s) that are “Indians”, as defined in the *Indian Act R.S.C. 1985, c. I-5*, the Inuit or the Métis peoples of Canada that holds Traditional Knowledge for the purposes of this Agreement.
- ## 2. Data
- a) **Licence to Data.** Each Party grants HEC a non-exclusive, irrevocable, perpetual, royalty-free licence to use, sublicense, reproduce, amend, aggregate, distribute, promote and make publicly available, free of charge, any and all Data disclosed to HEC for non-commercial purposes.
 - b) **Transfer of Data.** The transfer of Data to HEC must be in a secure aggregated anonymized format with a minimum of six (6) individuals. The transferrer of such Data will secure all necessary consents, pursuant to all applicable laws, related to the transfer and license of such Data as contemplated in this Agreement.
 - c) **First Nations, Inuit, and Métis Data.** First Nations, Inuit, and Métis data governance principles, such as the First Nations Information Governance Center’s principles of Ownership, Control, Access and Possession (OCAP®), Métis principles of Ownership, Control, Access and Stewardship (OCAS), Inuit research principles, and Inuit Quajimajatuqangit are *de facto* standards that establish how Indigenous data should be collected, protected, used, or shared.
- ## 3. Intellectual Property Rights
- a) **Background Intellectual Property.** In addition to the licence to Data set out at Section 2.a) of this Schedule A, each of the Parties, subject to any third-party rights that may exist, agree to provide a non-exclusive, irrevocable, perpetual, royalty-free

- licence to use, sublicense, reproduce, amend, distribute, promote and make publicly available, free of charge, such Background Intellectual Property incorporated into any Collaborative Materials for non-commercial purposes only. Any Background Intellectual Property must be clearly identified as such by the Party at the time it is provided to the other Party.
- b) **Forward Intellectual Property.** Unless otherwise stated herein, Forward Intellectual Property created independently by one Party shall be owned by that Party and shall be under the exclusive administration and control of that Party.
 - c) **Ownership of Traditional Knowledge.** The Traditional Knowledge Holder(s) will remain the owner of the Traditional Knowledge and nothing in this Agreement will grant any ownership interest in Traditional Knowledge.
 - d) **Waiver of Rights to Traditional Knowledge.** HEC hereby waives any intellectual property and any other rights that it may have with respect to the Traditional Knowledge. This clause does not prejudice existing intellectual property rights or other rights held by HEC prior to this Agreement or independently from it. If, notwithstanding the foregoing, intellectual property or other ownership rights to Traditional Knowledge are recognized by a third party as residing in HEC (other than rights granted to HEC under this Agreement), HEC will use reasonable efforts to waive or transfer all or any such rights to the benefit of the Traditional Knowledge Holder.
 - e) **License to Traditional Knowledge.** Each Party will seek a non-exclusive, irrevocable, perpetual, royalty-free license to use, reproduce, distribute, promote, and make publicly available, free of charge, for non-commercial purposes, the Traditional Knowledge submitted by a Collaborative Stakeholder. Any Traditional Knowledge must be clearly identified as such by the Collaborative Stakeholder at the time it is provided to HEC.
 - f) **Ownership of Collaborative Materials.** Except for Data licensed to HEC pursuant to Section 2.a) of this Schedule A, Background Intellectual Property licensed to HEC pursuant to Section 3.a) of this Schedule A, Traditional Knowledge, and the implementation and evaluation plans of Collaborative Stakeholders pursuant to Schedule B, HEC will be the sole owner of all Collaborative Materials. Upon the reasonable request of HEC, a Party will execute such other instruments as may be necessary to confirm or perfect HEC's sole ownership of the Collaborative Materials. For the avoidance of any doubt and by way of perfection of legal rights, a Party will assign to HEC all rights and interests in such Intellectual Property, including copyright, and waive any related moral rights to the Collaborative Materials, where applicable. Each Party accepts that HEC may license, edit, copy, add to, take from, adapt, alter and translate the Collaborative Materials in exercising the rights assigned.
 - g) **Licence to Collaborative Materials.** Subject to the terms and conditions of the Agreement, HEC grants to each Collaborative Stakeholder a non-exclusive, irrevocable, perpetual, royalty-free, non-transferable licence to use, reproduce, amend, distribute and promote the Collaborative Materials in Canada free of charge, provided that such use is for non-commercial purposes, accompanied by an acknowledgement as set out in Section 3 of the Collaboration Agreement.
 - h) **Licence to implementation and evaluation plan of Collaborative Stakeholders.** Subject to the terms and conditions of the Agreement, all Parties grant to HEC a non-exclusive, irrevocable, perpetual, royalty-free, transferable licence to use, reproduce, amend, distribute and promote the implementation and evaluation plans in Canada free of charge, provided that such use is for non-commercial purposes.
 - i) **Trademark/Logo Use.** Unless otherwise stated herein or as may be required or permitted by law, no Party will use a trademark or logo of a Collaborative Stakeholder in any advertising, marketing, promotion or disclosure relating to this Agreement without the prior written consent of the Collaborative Stakeholder.
 - j) **Reservation.** Each Party retains all rights in Intellectual Property owned, developed or licensed by it, which are not expressly licensed or assigned under this Agreement.
- #### 4. Privacy and Confidentiality
- a) **Security.** No Party will disclose Confidential Information of any Collaborative Stakeholder to any third party except as specifically permitted by this Agreement, by way of prior written consent, or as required by law. The Receiving Party shall take reasonable security precautions, which are at least as great as the precautions it takes to protect its own Confidential Information but not less than the degree of care a reasonably prudent entity would use in the healthcare industry in Canada. Each Party shall, and shall cause its Representatives to:
 - i. comply with all applicable Privacy Legislation in the performance of its obligations under this Agreement in respect of any Confidential Information;
 - ii. have in place appropriate technical, physical and organizational security safeguards to protect Confidential Information against unauthorized, unlawful or accidental access, collection, use, loss, theft, threats, alteration, disclosure, copying, destruction or disposal, and provide a level of security for Confidential Information that is appropriate to the sensitivity thereof; and
 - iii. other than as contemplated in this Agreement, keep Confidential Information in confidence in perpetuity.
 - b) **Use of Confidential Information.** A Receiving Party shall not use, and shall cause its Representatives not to use, Confidential Information for any purpose other than pursuant to the terms and conditions of this Agreement.
 - c) **Need-to-Know.** The Receiving Party may disclose Confidential Information to Receiving Party's Representatives on a need-to-know basis. The Receiving Party shall maintain appropriate written agreements with relevant Representatives sufficient to enable it to comply with the provisions of this Agreement. The Receiving Party further agrees to be responsible for any breach of this Agreement by any of its Representatives.
 - d) **No Consent.** The Parties have the right to disclose the existence of this Agreement. The Receiving Party may also disclose Confidential Information, which for clarity includes this Agreement and Collaborative Materials without consent, to Collaborative Stakeholders, the Government of Canada, any provincial or territorial government, as well as any of their Representatives or agencies.

- e) **Error in Disclosure.** The Parties agree that PHI and PI will not be included in Collaborative Materials. If, however, there is an error in disclosure of PHI or PI, of which HEC has knowledge, then HEC will act promptly to return to the applicable Party, as applicable, any documents containing such PHI and/or PI. For clarity, each Party will cooperate to address any confidentiality issues that may arise related to the Collaborative.
- f) **Opportunity to Respond to Confidential Information Disclosure.** Where Confidential Information is requested or required to be released at law or under an order, HEC shall be notified in accordance with the relevant legislation and will be afforded any opportunity to object to such release provided by such legislation.
- g) **Remedies.** In the event of unauthorized access, collection, use, disclosure or disposal of Confidential Information, the Parties agree to:
 - i. immediately notify the relevant Collaborative Stakeholder(s), in writing, of the unauthorized incident with full details;
 - ii. provide regular and comprehensive updates about the unauthorized incident to the relevant Collaborative Stakeholder(s); and
 - iii. immediately take all reasonable steps to respond and prevent a recurrence of the unauthorized incident.
- h) **Injunction & Equitable Relief.** Notwithstanding Section 13.b), the Receiving Party agrees that the Disclosing Party would not have an adequate remedy at law and may be irreparably harmed in the event that any of the provisions of this Agreement were not performed by the Receiving Party or any of its Representatives in accordance with the specific terms hereof. Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to seek injunctive and/or equitable relief to prevent breaches of this Agreement in addition to any other remedy to which it may be entitled at law or in equity. For the purposes of this Section 4.h), the Parties irrevocably attorn to the exclusive jurisdiction of the courts located in Ottawa, Ontario.

5. Communication Requirements

- a) **Communication Announcements.** HEC, CPAC and the Lead Organization agree to set out mutually convenient times to jointly communicate information to the public about the Collaborative, including the launch of the Collaborative, the announcement of the Collaborative Stakeholders and the Objectives achieved.
- b) **Prior Consent.** Prior to the expiry or termination of the Collaborative, a Party seeking to communicate with the public (*e.g.*, via press release, social media posting, etc.) concerning the Collaborative shall inform, involve, co-operate and obtain the prior written approval of each Party. HEC, however, may disclose without prior consent a Party's participation in the Collaborative and its Data as set out in Sections 2.a).

6. Records and Audit

- a) **Reporting Requirements.** Notwithstanding anything to the contrary in this Agreement, each Party acknowledges and agrees that:

- i. HEC may share with the Government of Canada copies of materials relating to this Agreement and the Collaborative, including but not limited to Confidential Information, Collaborative Materials, research, reviews, evaluations and audit reports relating to this Agreement;
 - ii. HEC and/or the Government of Canada may publish that HEC and/or the Government of Canada contributed to the funding relating to the Collaborative;
 - iii. all research conducted involving individuals shall include a research protocol that is consistent with the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans ("**Research Protocol**"); and
 - iv. each Party shall, and shall cause its Representatives to, maintain and keep appropriate records of all Research Protocols and provide HEC and/or the Government of Canada with a copy, if requested.
- b) **Books and Records.** During the Term and for six (6) years thereafter, the Parties shall keep at their own expense, separate, accurate and complete records, information, databases, reports, books and registers of the funds received and the expenses incurred and paid in relation to this Agreement, as well as the invoices, receipts, and supporting documents related to this Agreement, according to consistently applied generally accepted accounting principles.
 - c) **Inspection.** HEC, its Representatives and the Government of Canada may, at their own expense, upon 72 hours' notice, enter a notified Party's premises during normal business hours to review, investigate and audit the progress of the Collaborative and the notified Party's allocation and expenditure of Seed Funds; for these purposes, HEC, its Representatives and the Government of Canada may inspect, copy and remove records and documents related thereto. HEC, its Representatives and the Government of Canada may also, at their discretion, discuss any concerns or issues with any Party. Notwithstanding anything to the contrary in this Agreement, the results of the Government of Canada's inspection may be reported to the Parliament of Canada.

- d) **General Disclosure.** Each Party will disclose any information reasonably requested in relation to this Agreement by HEC, its Representatives or the Government of Canada, and will do so in a timely manner in the form and format requested.

- e) **Disclosure of Third-Party Funding.** Each Team Participant agrees to disclose to the Lead Organization, in a timely manner, any financial assistance it has received or reasonably expects to receive from third parties which relates to the Eligible Expenses set out in the Budget (Schedule C).

7. Term and Termination

- a) **Termination for Loss of Funding.** This Agreement is conditional upon the granting of appropriations by the Government of Canada to HEC on an annual basis. If Government of Canada funding of HEC is terminated or adversely affected in any manner whatsoever then HEC may terminate this Agreement without prior notice or liability to any Party for any reason whatsoever.

- b) **Termination without Cause.** Any Party may, at any time and without cause, cease its involvement in this Collaborative and terminate its role within the Agreement upon giving the other Parties at least thirty (30) days' prior written notice.
- c) **Termination for Cause.** If a Party is in breach of any of its obligations under this Agreement, including, for clarity, the Statement of Work, notably the Timelines, Activities or Deliverables (Schedule B) or Terms of Use and Technical Requirements (Schedule E), then HEC may provide written notice of the breach to such a Party and request a reasonable action to remedy the default. If that Party fails to remedy the breach within ten (10) calendar days after the date of written notice, then this Agreement, as is applicable with respect to that Party, may suspend or terminate upon written notice of HEC.
- d) **Termination for Material Breach.** Notwithstanding Section 7.c), upon delivery of written notice, the Lead Organization or HEC may immediately terminate this Agreement or a Team Participant's role within the Collaborative, if such a notified Party materially breaches any of its representations or warranties or confidentiality obligations set out in this Agreement.
- e) **Termination by Mutual Consent.** The Parties may terminate this Agreement at any time, in whole or in part, by mutual written agreement.
- f) **Termination Not Exclusive Remedy.** Unless otherwise stated herein, a Party's right to terminate this Agreement is without prejudice to, and shall not affect, any other remedies available to any Party.
- g) **Obligations on Termination.** Upon termination, each Party shall, upon request of another Party, return all Confidential Information, excluding licensed Data and Collaborative Materials, to the other Party; provided, however, (a) each Party shall be permitted to retain copies of the other Party's Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes, and (b) no Party will be required to search archived electronic back-up files of its computer systems for Confidential Information in order to purge such Party's Confidential Information from its archived files; and provided further that the retaining Party will not use the retained Confidential Information for any other purpose and any Confidential Information so retained will (i) remain subject to the obligations and restrictions contained in this Agreement, and (ii) be maintained in accordance with the retaining Party's document retention policies and procedures.
- h) **Survival.** Upon expiry or termination of the Agreement, all provisions of this Agreement, which by their nature and surrounding circumstances reasonably should survive expiration or termination, will survive expiry or termination of this Agreement.

8. Representations

- a) **Representations.** Each Party represents and warrants to each other that:
 - i. it is not a Party to any agreement or business relationship that prevents it from carrying out its obligations under this Agreement;
 - ii. it has the right and full corporate power to enter into this Agreement;

- iii. this Agreement creates legal, valid and binding obligations on it and is enforceable against it in accordance with its terms; and
- iv. it has and shall maintain all such rights as are necessary to fulfill its obligations under this Agreement.

- b) **Disclaimer.** Notwithstanding anything to the contrary in this Agreement, each Party shall carry out its role in the Collaborative in accordance with appropriate scientific and professional standards, but no Party promises success in achieving any desired result.
- c) **Rights.** Each Party represents, warrants and covenants that it owns, licenses or otherwise has or will acquire all rights necessary to confer upon the other Party all of the rights granted under this Agreement and to otherwise carry out its obligations under this Agreement.
- d) **Moral Rights.** Each Party represents, warrants and covenants to HEC that, prior to the Effective Date, it has or will have entered into a valid and enforceable written agreement with its Representatives who will be involved in the Collaborative to ensure that HEC will be the owner of any Collaborative Materials, and that such Representatives have waived all moral rights they may have in and to such work, where applicable.

9. Warranty

- a) **Warranty.** To the maximum extent permitted by applicable law, unless otherwise expressly stated in the Agreement, all Data, materials, information and other items provided hereunder are "as is" and "as available" and each Party disclaims all representations, warranties, and conditions, whether express, implied or statutory with respect to any Data, materials, information or other items provided to a Collaborative Stakeholder in connection with this Agreement.

10. Indemnification

- a) **Indemnification.** During the Term and following the expiry or earlier termination of this Agreement, each Party shall indemnify and hold harmless the other Party(ies), and their Representatives, from and against all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and adviser fees and disbursements of whatever kind or nature which may at any time be suffered by, imposed on, incurred by or asserted by an indemnified person ("Claims") in respect of, or in any way related to, the indemnifying Party's:
 - i. unauthorized use of any Intellectual Property of a third party;
 - ii. breach of any term of this Agreement; or
 - iii. failure to comply with any applicable laws.

In addition to, and without limiting, any other protection of HEC hereunder or otherwise by law, the Lead Organization shall indemnify and hold harmless HEC and its Representatives from and against any and all against Claims against HEC arising from or out of any negligence, willful misconduct or bad faith of the Lead Organization in connection with the Lead Organization acting as paying agent hereunder unless arising from the act, omission, error, negligence, willful misconduct or bad faith on the part of HEC. Notwithstanding anything to the

contrary in this Agreement, this indemnity shall survive the removal or resignation of the Lead Organization and termination of this Agreement.

- b) **Notice.** Each Party shall immediately notify the other Party of Claims and shall fully defend any such Claims at its own expense.

11. Limitation of Liability

- a) **Limitation of Liability.** In no event will a Party be liable to another Party for any special, incidental, indirect, consequential or punitive damages or any damages for loss of profits, loss of data, business interruption, loss of business information, or any other pecuniary loss arising from or relating to this Agreement. Notwithstanding the foregoing, this Section shall not apply to limit any Party's liability for any Claim arising from such Party's own fraud, willful misconduct or gross negligence or breach of confidentiality obligations including obligations relating to PHI or PI.

12. Insurance

- a) **Insurance.** Each Party shall protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Party in carrying out its obligations under this Agreement, for such coverage limits as a reasonably prudent person carrying out the same or similar activities would obtain.

13. Dispute Resolution

- a) **Good Faith Negotiations.** Without limiting termination rights set out at Article 7 of this Schedule A, in the event of a dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall make all reasonable efforts to resolve the dispute by amicable negotiations within thirty (30) days after a written request by a Party. In this regard, senior representatives of each applicable Party shall, as soon as practicable and in any event no later than ten (10) days after a written request from either Party to the other(s), meet in good faith to resolve the dispute.
- b) **Mediation - Arbitration.** Subject to Section 4.h), and without limiting the termination rights set out at Article 7 of this Schedule A, if a dispute arises out of or relates to this Agreement, and is not settled through negotiation, then the disputing Parties shall try in good faith to settle the dispute by mediation, in Ottawa, Ontario, in accordance with the Canadian Foundation for Dispute Resolution Mediation Procedures. If mediation is not successful, then unresolved disputes shall be submitted to final and binding arbitration. Disputes subject to arbitration will take place in Ottawa, Ontario, and shall be governed by the ADR Institute of Canada Arbitration Rules ("ADR Rules"). A single arbitrator shall be selected in accordance with the ADR Rules. The arbitrator's award may be entered into any court having jurisdiction thereof. For clarity, only fees and expenses of the mediator and arbitrator are shared equally by the participating Parties. Each participating Party in the dispute shall otherwise each bear their own legal expenses.

14. Miscellaneous

- a) **Force Majeure.** Except as expressly provided otherwise in this Agreement, no Party will be liable for any failure or delay

in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including but not limited to acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism or governmental act (not resulting from the actions or inactions of the Party relying on such failure or delay), provided that the Party affected by such failure or delay gives the other Parties prompt notice of such cause, and uses its reasonable efforts to promptly correct such failure or delay in performance.

- b) **Further Assurances.** Each Party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.
- c) **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provisions and all other provisions hereof shall, to the extent reasonably possible, continue in force and effect.
- d) **Independent Contractors.** It is expressly agreed that each Party is and will be an independent contractor and that the relationship between the Parties will not constitute a partnership, joint venture or agency of any kind. No Party will have authority to make any statements, representations or commitments of any kind, or to take any action, which will be binding on another Party, without the prior written authorization of the other relevant Party to do so.
- e) **Waiver.** Except as specifically provided for in this Agreement, the waiver from time to time by any Party of any rights or the failure to exercise any remedy will not operate or be construed as a continuing waiver of the same right or remedy or any of the other of such Party's rights or remedies provided in this Agreement.
- f) **Notices.** Any notices or communications provided for in this Agreement to be made by any Party to another Party must be in writing, and will be made by prepaid mail, overnight courier, personal delivery or email addressed to the other Party. A notice shall be deemed to have been received on the date on which it was delivered or sent by personal delivery, email or if sent by overnight courier, on the next business day following delivery, or if mailed, on the fifth (5th) business day following the date of mailing.
- g) **Assignment.** This Agreement enures to the benefit of and binds a Party's respective successors and permitted assigns. This Agreement may not be assigned without the prior written consent of each of the Parties, each acting reasonably.
- h) **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties and replaces any other or previous oral or written negotiations.
- i) **Amendment.** HEC may, in its sole discretion, make changes to this Agreement from time to time, which for clarity includes the Schedules. Any changes will become effective upon thirty (30) days' written notice to the other Parties. Unless otherwise agreed to by the Parties, amendments will not be retroactive. If a Party disagrees with any changes, then that Party can immediately cease being part of this Agreement and terminate its

role within the Collaborative. For clarity, HEC may also add new Parties to this Agreement pursuant to the Participation Agreement as set out in Schedule G.

- j) **Participation Agreement.** The Parties will not enable any other individual, sole proprietor, corporation, partnership or unincorporated association (“**Entity**”) to participate in the Collaborative unless that Entity executes and delivers to the Parties a Participation Agreement as attached as Schedule G and any other documentation in form and substance as HEC may reasonably require.
- k) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and such laws of Canada that are applicable therein.

- l) **Interpretation.** This Agreement has been negotiated and prepared by the Parties and their respective counsel and should any provision of this Agreement require judicial/arbitrator interpretation, the court/arbitrator interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party. Other than the attached Terms of Use and Technical Requirements (Schedule E), any conflict between the terms set forth in the text of the Collaboration Agreement and the terms of any schedule hereto will be resolved in favour of the text of the Collaboration Agreement.

Schedule B Statement of Work

Work in the Enabling Aging in Place Collaborative will officially commence January 8, 2024. Materials to support capacity building related to Asset-Based Community Development as well as implementation and evaluation planning will be made available starting November 2023. Though not required, teams are encouraged to begin reviewing and exercising these materials to support their Phase I goals as early as possible.

The Lead Organization shall perform the work outline in the Timelines, Activities and Deliverables table below.

Timelines, Activities and Deliverables*

TIMELINES	ACTIVITIES	DELIVERABLES
January 2024	On-boarding coaching call	Lead Organization attendance
January/February 2024 (dates TBD)	In-person 2-day workshop (up to two people per application)	Lead Organization and Team Participant attendance
January – April 2024	Monthly webinar attendance (optional)	Participation by up to two members from the Lead Organization or the Team Participants.
February– March, 2024	As needed: Implementation and evaluation coaching	Participation by Lead Organization as needed
March 31, 2024	Expenditure Report	Submission of an Expenditure Report to indicate funds spent to date. If all funds are spent by March 31, 2024 no subsequent Expenditure Report is required at the end of Phase 1.
April 30, 2024	Implementation Plan	Submission of the final Implementation Plan for the promising practice that will be implemented in Phase II.
April 30, 2024	Evaluation Plan	Submission of the Evaluation Plan for the promising practice that will be implemented in Phase II
April 30, 2024	Final Report and Expenditure Report (if required)	Submission of the Final Report and a final Expenditure Report if March 31, 2024 Expense report indicated partial spending. Organizations shall indicate their interest in continuing with Phase II of the Enabling Aging in Place program.

*Pursuant to Section 14.i) of Schedule A, the Timelines, Activities and Deliverables are subject to amendment from to time; any changes will be communicated to Lead Organizations by way of written notice.

Schedule C Budget

HEC is committed to contributing Seed Funds. The purpose of such funding is to help offset costs associated with activities related to the Collaborative as outlined in the table below. In addition to the Seed Funds, HEC is committed to contributing funds for one team member of the Lead Organization to attend the in-person workshop including travel, accommodations, meals and workshop materials. These expenses are not reflected in the Seed Funds budget. If additional budget becomes available to support the participation of an additional team member the Lead Organization will be notified.

[Insert each team's individual budget, as outlined in their proposal, here.]

ELIGIBLE AND INELIGIBLE BUDGET EXPENSES

CATEGORY	ELIGIBLE EXPENSES*	INELIGIBLE EXPENSES
Personnel	<ul style="list-style-type: none"> • compensation/honorarium for involvement of patient/caregiver advisors • release time for team members whose regular job description will be amended to allow them to work on the quality improvement initiative • funds to hire additional staff to backfill the jobs of team members who are being released to work on the quality improvement initiative • salary replacement costs to allow providers to participate in the quality improvement initiative 	<ul style="list-style-type: none"> • eligible release time charged at rates above existing salary • service delivery costs (unless approved by HEC in advance) • release time related to the financial administration of Seed Funds
Travel for Educational Purposes**	<ul style="list-style-type: none"> • travel costs for team members between quality improvement initiative site(s) • travel, accommodation and meals for team members required to attend meetings, including the collaborative in-person workshops 	<ul style="list-style-type: none"> • travel costs not directly related to delivery of the quality improvement initiative
Equipment	<ul style="list-style-type: none"> • cost of equipment directly required for the quality improvement initiative (all equipment requests must be reasonable and fully justified) 	<ul style="list-style-type: none"> • large capital purchases
Supplies and Services	<ul style="list-style-type: none"> • cost of producing materials required for the quality improvement initiative (photocopies, printing, office supplies, etc.) • costs relating to communication of the quality improvement initiative results, such as meetings and video conferences 	<ul style="list-style-type: none"> • cost of supplies and services not directly related to delivery of the quality improvement initiative

** Further to Section 2.f) of the Collaboration Agreement, if the Lead Organization or Team Participant recovers all or a part of its costs due to its tax status, the recoverable portions must be deducted from the Budget and Expenditure Reports.*

*** Alcohol and cannabis are always ineligible expenses; the lowest economy fare must be selected for all travel; and, reasonable rates must be sought for all travel related costs. Note, travelling expenses are subject to the Services the National Joint Council Travel Directive, as may be amended from time to time, which can be viewed at <https://www.njc-cnm.gc.ca/directive/d10/v238/en>, and HEC's corporate administrative policies.*

Schedule D Expenditure Form

Enabling Aging in Place Collaborative

Date (MM/DD/YY):	
Team Lead:	
Collaborative Title:	Enabling Aging in Place Collaborative
Administering Organization:	
Address:	
Organization's Finance Officer:	
Telephone:	
Email:	

Seed Funds – Approved Budget and Reported Expenditures

Budget Category	Approved Budget as per Agreement	Actuals – Report 1	Actuals – Report 2	TOTAL	Variance ¹
Personnel					
Travel					
Equipment					
Supplies and Services					
Total	\$	\$	\$	\$	\$

1. Attach explanation of variance – over or underexpenditure

I, the undersigned Representative of the Administering Organization (person who prepared this document) hereby certify that the amounts reported are accurate and, if applicable, that the expenditures were incurred during the period specified.

I further certify, that this Expenditure Report is supported by proper receipts, vouchers and/or other documents; that all applicable credits or refunds have been taken into account, and that should any further credits or refunds received pertaining thereto, I undertake to notify HEC and to make any necessary adjustments in the succeeding claim or as otherwise directed by HEC.

Signature of Organization Representative: _____

Name of Organization Representative: _____

Date: _____

Schedule E

Terms of Use and Technical Requirements

A. Computer and Internet Use

HEC is generally aware of the security issues faced by healthcare organizations. To safeguard against such issues, certain technology and computer network specifications are required. In consideration thereof, HEC will support each Party by working with their IT personnel to try to minimize any technical support issues.

In order to participate in the Collaborative, each Party:

1. will require use of the Microsoft Office Suite (including Microsoft Word, PowerPoint, Excel)
2. may be required to install applications and modify system resources on their mobile devices (*e.g.*, notebook, laptop, tablet and/or computer);
3. may be required to use additional software and tools such as Adobe PDF Reader and/or the latest version of Adobe Flashplayer
4. must have access to the internet via wireless networks or other types of networks;
5. may be asked to connect to HEC's secure online learning platform ("**HEC Online Learning Platform**") at <https://hec-esc.brightspace.com/d2l/login> within their work environment;
6. will participate in web conferencing systems; and
7. must comply with these Terms of Use and Technical Requirements as articulated below.

B. Use of the HEC Online Learning Platform may be offered

Authorized access to the HEC Online Learning Platform is made available using a personalized username and password. Each Party recognizes and acknowledges the significance that HEC places on the Logon Code security controls and procedures and fully understands that any violation of any of these terms may affect a Party's participation in the Collaborative.

Each Party will secure and keep confidential its usernames and passwords ("**Logon Code**") by:

1. maintaining the password portion of its Logon Code in strictest confidence and not disclosing its password to anyone, without exception;
2. taking appropriate steps to prevent third parties from using its Logon Code to access confidential or sensitive data as a result of leaving a "signed on" terminal unattended;
3. immediately reporting to HEC any suspected misuse of its Logon Code;
4. ensuring that its password is regularly changed or immediately changed if it suspects such password has been compromised;
5. not disclosing, releasing or providing copies of any externally provided software, internally developed application code or data deemed by HEC to be sensitive or confidential to which it has access via its Logon Code, to a third party unless authorized to do so by appropriate HEC management;
6. not intentionally abusing the authority associated with its Logon Code to disrupt the services being provided to the other Parties; and
7. not knowingly jeopardizing the integrity or completeness of any information or data that is made available via its Logon Code.

Further, each Party acknowledges and agrees:

1. HEC is not responsible for the content of any Party transmission on the HEC Desktop. Each Party covenants that it will not use the HEC Online Learning Platform for illegal purposes, to infringe the rights of a third party, or to interfere with or disrupt any system. Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the HEC Desktop to enter, or attempt to enter, another account. If a disruption occurs, HEC may, in its reasonable discretion, immediately

- remove the disruption, terminate the mode of communication, suspend access to the HEC Online Learning Platform and/or remove the applicable Party from the Collaborative or terminate this Agreement.
2. that the HEC Online Learning Platform uses cookies to improve and personalize the user's experience by gathering statistics about usage and effectiveness.
 3. HEC makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Collaborative, which for clarity includes the HEC Online Learning Platform . HEC also makes no warranties of merchantability, title, non-infringement, fitness for a particular purpose, or arising from a course of performance, dealing or usage of trade. HEC assumes no responsibility for the condition of materials, software and equipment used in the Collaborative.
 4. HEC reserves the right to suspend or terminate access to the HEC Online Learning Platform learning platform at any time without notice.
 5. each Party is responsible for complying with all applicable privacy laws, including any laws requiring it to retain records.
 6. that the HEC Online Learning Platform is provided by a third-party service and all related IT support, provided from that third-party, will only be provided in English. Each Party further acknowledges and agrees that such a third party providing HEC Online Learning Platform services may collect, analyze, and interpret data elements acquired by, associated with, or provided in the use of the HEC Online Learning Platform online learning platform (“**Product and Service Analysis**”). All algorithm, computational, or cumulative results of the Product and Service Analysis are wholly owned by such a third Party.
 7. that the provision of, access to, and use of the HEC Online Learning Platform for the Collaborative is on an “as is” basis and at the user's own risk. HEC is not responsible for any data and disclaims any obligation to police, monitor or control a Party's data in the HEC Online Learning Platform .
 8. to immediately report to HEC incidents where the HEC Online Learning Platform is not operating but in no event later than 24 hours from when it becomes aware of, or reasonably should have become aware of, the occurrence. In reporting to HEC, the Party shall provide HEC with enough information to investigate and classify the incident, including the date, duration, and description of the incident.
 9. HEC does not warrant that the HEC Online Learning Platform is error-free. Among other things, the operation and availability of the systems used for accessing the service, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Collaborative. HEC is not in any way responsible for any such interference or prevention of access or use of the HEC Online Learning Platform .
 10. HEC does not control third parties. HEC recommends that each Party implement appropriate policies and procedures to govern PHI and Personal Information that may be processed in the course of use of the HEC Online Learning Platform as well as the acceptable use thereof.
 11. to indemnify or, where indemnification is not permitted by law, be liable to the maximum extent permitted by law to HEC's third-party service providers for any damages associated with or resulting from the organization's use of the HEC Online Learning Platform .

Schedule F Other Healthcare Organizations

Part I: Team Participants

Team Participants includes the following:

1.
2.
3.

[NTD: Those listed above are those Entities that have signed a Participation Agreement that attaches to this Collaborative Agreement]

Part II: Collaborative Stakeholders

Collaborative Stakeholders includes the Lead Organization and the Team Participants noted above in Part I of this Schedule F, and the following:

[NTD: Those listed above are those Entities that have signed a similar Collaborative Agreement (*e.g.*, those from a different jurisdiction) or a Participation Agreement that attaches to that particular Collaborative Agreement (from a different jurisdiction).]

Schedule G Participation Agreement

TO: Healthcare Excellence Canada (“HEC”), *[name of organization]* (“Lead Organization”) and to all Parties who are now or become bound by the Collaborative Agreement dated *[dd/mm/yyyy]* regarding the Collaborative (each a “Party”, and together the “Parties”).

BY: _____
(the “New Party”)

CONTEXT:

- A. HEC and the Lead Organization are party to a Collaboration Agreement dated *[dd/mm/yyyy]* regarding the Collaborative (as it may be amended, confirmed, supplemented or restated by written agreement, the “Agreement”).
- B. To enable the New Party to actively participate in the Collaborative, the New Party wishes to become a “Party” to the Agreement and to be bound by all the terms and conditions provided for in the Agreement.

IN CONSIDERATION OF the New Party being permitted to participate in the Collaborative, the New Party agrees as follows:

1. Defined Terms

Capitalized terms used but not defined in this Participation Agreement have the meanings given to those terms in the Agreement.

2. Agreement to be Bound

2.1 The New Party agrees to be bound by all the terms and conditions provided for in the Agreement. For clarity, the New Party agrees that it will be deemed a “Party”, “Team Participant” and “Collaborative Stakeholder”, where applicable, under the Agreement and will be bound to all the obligations related thereto.

2.2 The New Party’s address for the purposes of the giving of any notice or communication is as follows:

Address: _____

Email: _____

Fax: _____

Attention: _____

2.3 For clarity, the provisions of the Agreement with respect to governing law, counterparts and electronic signatures apply to this Participation Agreement.

IN WITNESS WHEREOF, each Party, through its authorized officers, have executed this Participation Agreement as of *[insert date]*.

[Insert full legal name of the New Party]

per. _____
Name: *[insert]*
Title: *[insert]*

Healthcare Excellence Canada

per. _____
Name: *[insert]*
Title: *[insert]*

[Insert full legal name of the Lead Organization]

per. _____
Name: *[insert]*
Title: *[insert]*