

Please review the attached agreements and, if you agree to the terms contained therein, sign in the appropriate space below:

Section 1: INTELLIHEALTH ONTARIO Registered User	
Name:	Title/Position:
Organization Name:	Address:
Phone number:	
Fax number:	E-mail:
<i>I have reviewed and agree to be bound by the terms of the INTELLIHEALTH ONTARIO Registered User Agreement.</i>	
INTELLIHEALTH ONTARIO Registered User Signature: X	Date:

Section 2: Officer authorizing access to INTELLIHEALTH ONTARIO for Registered User	
Name:	Title/Position:
Organization Name:	Address:
Phone number:	
Fax number:	E-mail:
<i>I agree to the terms of the INTELLIHEALTH ONTARIO Organization Agreement contained herein on behalf of and with the authority of the Organization named above.</i>	
Authorizing Organization Officer Signature: X	Date:

Section 3: Authorizing Ontario Representative (for Ontario's use only)	
Name: <i>Aileen Chan</i>	Title/Position: <i>Director, Health Data Branch</i>
<i>I agree to the terms of the Organization Agreement and the INTELLIHEALTH ONTARIO Registered User Agreement contained herein on behalf of His Majesty the King in Right of Ontario as represented by the Minister of Health and the Minister of Long-Term Care.</i>	
Ontario Representative Signature: X	Date:

PART I: INTELLIHEALTH ONTARIO REGISTERED USER AGREEMENT Terms and Conditions

1. Definitions

In this INTELLIHEALTH ONTARIO Registered User Agreement, the following words shall have the following meanings:

“Agreement” means this INTELLIHEALTH ONTARIO Registered User Agreement, as it may be amended from time to time.

“Applicable Law” means with respect to any person, property, transaction, event or other matter, any rule including any health professional college rule, any law, statute, regulation, order, judgement, decree, treaty or other requirement having the force of law relating or

applicable to such person, property, transaction, event or other matter.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. F.31, as amended or replaced from time to time.

“Guide” means any written materials relating to the use of INTELLIHEALTH ONTARIO that may be provided to You by Ontario from time to time.

“INTELLIHEALTH ONTARIO” means the access channel, analytic tools, derived data products and data repository hosted by Ontario and accessible via the Internet at <<https://www.intellihealth.moh.gov.on.ca/>>, or via such other means or at such other web address that Ontario may specify from time to time.

“INTELLIHEALTH ONTARIO Data” means data contained in, stored in, or otherwise available through INTELLIHEALTH ONTARIO, and includes Products.

“INTELLIHEALTH ONTARIO Tools” means computer software tools made available to You by Ontario, or otherwise authorized by Ontario, for the purpose of accessing or using INTELLIHEALTH ONTARIO.

“INTELLIHEALTH ONTARIO Account” means a unique identifier provided to You by Ontario for the purpose of accessing the INTELLIHEALTH ONTARIO under this Agreement.

“Ontario” means His Majesty the King in Right of Ontario, as represented by the Minister of Health and the Minister of Long-Term Care.

“Organization Agreement” means the INTELLIHEALTH ONTARIO Organization Agreement between Ontario and Your Organization as it may be amended from time to time in accordance with its terms;

“Permission Group Entitlements” means any rules governing Your access to or use of INTELLIHEALTH ONTARIO, including any restrictions generally applicable to a class of Users that you are part of, which may be communicated to You by Ontario in writing or electronically from time to time.

“Personal Health Information” has the same definition as in Section 4 of PHIPA, as amended from time to time.

“Personal Information” has the same definition as in Section 2(1) of FIPPA, as amended from time to time.

“PHIPA” means the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, as amended or replaced from time to time.

“Product” means any outcome, result, report, table, chart, diagram, dataset or other information product that summarizes, aggregates, or is otherwise based on INTELLIHEALTH ONTARIO Data, and that is made available through INTELLIHEALTH ONTARIO.

“You” means you, the INTELLIHEALTH ONTARIO User, and “Your” has a corresponding meaning.

“Your Organization” means the organization on whose behalf You are accessing INTELLIHEALTH ONTARIO, and which is identified in Section 2 of the signature page that is attached to this Agreement.

2. INTELLIHEALTH ONTARIO Registered Account

Once You have read, understood and signed this Agreement, Ontario will provide You with a INTELLIHEALTH ONTARIO Account. You may use Your INTELLIHEALTH ONTARIO Account to complete any and all training that Ontario may require to the satisfaction of Ontario, before accessing INTELLIHEALTH ONTARIO.

Once You have completed the required training to Ontario’s satisfaction, Ontario will activate Your INTELLIHEALTH ONTARIO Account to enable You to independently access INTELLIHEALTH ONTARIO.

3. Purpose

You may only use Your INTELLIHEALTH ONTARIO Account to access and use INTELLIHEALTH ONTARIO for the purpose of performing statistical analysis related to the management, assessment, evaluation, monitoring or planning of all or part of Ontario’s health care system, in accordance with the terms of this Agreement and any applicable Permission Group Entitlements.

4. Permitted Use

You may:

- a) use INTELLIHEALTH ONTARIO Tools to view, display, read, and manipulate INTELLIHEALTH ONTARIO Data in accordance with this Agreement and any applicable Permission Group Entitlements;
- b) copy, transfer and otherwise communicate Product(s) to a computer, or convert Product(s) to other formats or mediums as is necessary for the Purpose; and
- c) publish Product(s), as directed by Your Organization.
- d) Access data

5. Prohibited Use

You may not:

- a) use INTELLIHEALTH ONTARIO Data for any purpose other than the Purpose or in contravention of any applicable Permission Group Entitlements;
- b) match, merge, or link any INTELLIHEALTH ONTARIO Data to any external system, file, dataset, or database;
- c) use INTELLIHEALTH ONTARIO Data to create Personal Information or Personal Health Information;

- d) use, disclose, release, communicate, disseminate or publish information that is either based on or derived from INTELLIHEALTH ONTARIO Data, in a manner that could reasonably be expected to allow for the identification of an individual;
- e) permit anyone else to use your INTELLIHEALTH ONTARIO User ID; or
- f) permit anyone else to access INTELLIHEALTH ONTARIO, INTELLIHEALTH ONTARIO Data.

6. Additional Terms of Use

You may only access INTELLIHEALTH ONTARIO, and use INTELLIHEALTH ONTARIO Data, in accordance with Applicable Law.

You must satisfy any additional training, workshop or other educational requirements, that Ontario may require.

You must notify Your Organization if You use Your access to INTELLIHEALTH ONTARIO in any way that violates this Agreement and You must take any action that Ontario and Your Organization may specify in order to address and/or remedy such violations.

You must cooperate with any audit that Ontario may conduct in order to verify Your compliance with this Agreement or Your Organization's compliance with any other agreement.

7. Intellectual Property

Nothing in this Agreement transfers any intellectual property rights or any other rights in or to the IntelliHEALTH ONTARIO website, the IntelliHEALTH ONTARIO Tools, Products or the IntelliHEALTH ONTARIO Data to You.

8. Citation

You must include a citation to IntelliHEALTH ONTARIO, using one of the formats set out below, wherever reference is made in any published materials, either explicitly or implicitly, to a Product derived from INTELLIHEALTH ONTARIO Data

Minimal data citation requirement:

Ontario Ministry of Health and Ministry of Long-Term Care: IntelliHEALTH ONTARIO:

Optional data citations:

Population Estimates 2010-2015, Ontario Ministry of Health and Ministry of Long-Term Care, IntelliHEALTH ONTARIO Date Data Last Refreshed [month/year].

{Data Source Name}, Ontario Ministry of Health and Ministry of Long-Term Care, IntelliHEALTH ONTARIO Date Data Last Refreshed [month/year].

9. No Representation or Warranty

Ontario does not give any representation, warranty, condition or other promise of any kind, express implied, statutory or otherwise including as to the accuracy, completeness, reliability, currency, availability or veracity of the IntelliHEALTH ONTARIO Data or products derived from that data.

10. No Liability

His Majesty the King in Right of Ontario, His advisors, agents, appointees and employees, and the members of the Executive Council of Ontario and their advisors and staff shall not be liable to You or any other person, for any losses, expenses, costs, damages or liabilities, or any causes of action, actions, claims, demands, lawsuits or other proceedings in any way based upon, occasioned by, attributable to, arising out of or by reason of, the access to or use of the. IntelliHEALTH ONTARIO Data or products derived from that data by You, this Agreement, Your performance of Your obligations under this Agreement, or any failure by You to perform those obligations.

11. Term and Termination

This Agreement is effective from the date that it is signed by Ontario and shall remain in force until it is terminated in accordance with this section.

This Agreement will terminate automatically upon termination of the Organization Agreement between Ontario and Your Organization.

Ontario may terminate this Agreement immediately upon sixty (60) days' notice to You for any reason or for no reason.

Ontario may terminate this Agreement immediately upon notice to You, in the event of any breach by You of any material representation, warranty, condition or covenant of this Agreement, or in the event that Your Organization informs Ontario that You no longer require access to INTELLIHEALTH ONTARIO or that you are no longer employed or otherwise retained by Your Organization..

Upon termination of this Agreement for any reason, You must return to Ontario or destroy any Product(s) or any IntelliHEALTH ONTARIO Data or products or other information derived from that data that is in your possession, as directed by Ontario.

Sections 5, 6, 7, 8, 9, 10, 14, 15 shall survive the termination of this Agreement for any reason.

12. Assignment

You may not assign or transfer this Agreement, any part of this Agreement, or any benefit or interest in or under this Agreement, without the prior written consent of Ontario.

Ontario may assign or transfer this Agreement, any part of this Agreement, or any benefit or interest in or under this Agreement in its sole and unfettered discretion upon 90 days' notice to You.

13. Amendment

Ontario may amend this Agreement unilaterally upon 60 days' notice to You. Such notice may be provided through any reasonable means, including but not limited to messaging sent via INTELLIHEALTH ONTARIO.

14. Governing Law

This Agreement, and the rights, obligations and relations of the parties hereto, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws applicable therein. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them.

15. Interpretation

In the event of any inconstancy between this Agreement and the Guide, the terms of this Agreement shall prevail.

PART II: IntelliHEALTH ONTARIO ORGANIZATION AGREEMENT

Terms and Conditions

WHEREAS the Organization wishes to have access to IntelliHEALTH ONTARIO through its Registered User;

AND WHEREAS the IntelliHEALTH ONTARIO Data does not contain any Personal Information or any Personal Health Information;

AND WHEREAS Ontario wishes to provide the Organization's Registered User with access to IntelliHEALTH ONTARIO for the Purpose;

THEREFORE in consideration of the mutual covenants contained in this Agreement, and subject to the terms and conditions set out in this Agreement, the Organization and Ontario covenant and agree as follows:

**ARTICLE 1
DEFINITIONS**

In this IntelliHEALTH ONTARIO Organization Agreement including the recitals above, the following words shall have the following meanings:

"Access Tools" means any means of accessing IntelliHEALTH ONTARIO that Ontario may provide to the Organization or its Registered User, including but not limited to passwords and user names;

"Agreement" means this IntelliHEALTH ONTARIO Organization Agreement between Ontario and the Organization as it may be amended from time to time in accordance with its terms;

"Applicable Law" means with respect to any person, property, transaction, event or other matter, any rule including any health professional college rule, any law, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter;

"Derived Personal Information" means information that could potentially identify an individual, due to a subset of less than five (5) observations, through a process of elimination, or otherwise;

"Encrypt" means to render unidentifiable, and "Encrypted" has a corresponding meaning;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. F.31*, as amended or replaced from time to time;

"Identifying Information" has the same definition as in Section 4(2) of PHIPA, as amended or replaced from time to time;

"Indemnified Parties" means His Majesty the King in Right of Ontario, his advisors, agents, appointees and employees, and the members of the Executive Council of Ontario and their advisors and staff;

"INTELLIHEALTH ONTARIO" means the access channel, analytic tools, derived data products and data repository hosted by Ontario and accessible via the Internet at <<https://www.intellihealth.moh.gov.on.ca/>>, or via such other means or at such other web address as Ontario may specify from time to time.

"IntelliHEALTH ONTARIO Data" means data contained in, stored in, or otherwise available through or within IntelliHEALTH ONTARIO, and includes Products.

"IntelliHEALTH ONTARIO Registered User Agreement" means the IntelliHEALTH ONTARIO Registered User Agreement attached to this Agreement;

"Ontario" His Majesty the King in Right of Ontario, as represented by the Minister of Health and the Minister of Long-Term Care;

"Party" means Ontario or the Organization and **"Parties"** means Ontario and the Organization;

"Permission Group Entitlements" means any rules governing a Registered User's access to or use of INTELLIHEALTH ONTARIO, including any restrictions generally applicable to a class of Users that a Registered User may be a part of, which may be communicated to by Ontario in writing from time to time.

"Personal Health Information" has the same definition as in Section 4 of PHIPA, as amended from time to time;

"Personal Information" has the same definition as in Section 2(1) of FIPPA, as amended from time to time;

"PHIPA" means the *Personal Health Information Protection Act, 2004 S.O. 2004, c.3 Sched. A*, as amended or replaced from time to time;

"Product" means any outcome, result, report, table, chart, diagram, dataset or other information product that summarizes, aggregates, or is otherwise based on INTELLIHEALTH ONTARIO Data, and that is made available through or derived from INTELLIHEALTH ONTARIO;

“**Publish**” means to disclose or distribute outside of the Organization, or to make public in any way, by any means (including, without limitation, by print or electronic means), in any place, and “**Publication**” shall have a corresponding meaning;

“**Purpose**” means performing statistical analysis related to the management, assessment, evaluation, monitoring or planning of all or part of Ontario’s health care system in accordance with any applicable Permission Group Entitlements;

“**Registered User**” means the individual employed in the service of, or otherwise contracted to, the Organization who is permitted to access IntelliHEALTH ONTARIO in accordance with this Agreement and the attached IntelliHEALTH ONTARIO Registered User Agreement; and.

“**Report**” means the final version of any written material, in any format and on any media, including print, electronic and digital, produced by or on behalf of the Organization, that reports outcomes, results or conclusions relating to the Purpose, and is based on or contains IntelliHEALTH ONTARIO Data, and “**Reports**” means any two (2) or more of these.

ARTICLE 2 INTERPRETATION

- 2.1 **Amendment.** The Organization cannot amend this Agreement without the prior written consent of Ontario. Ontario may amend this Agreement on 60 days’ notice to the Organization.
- 2.2 **No Waiver.** A waiver of any failure to comply with any term of this Agreement shall be in writing and signed by the Party providing the waiver. Every such waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent or previous failure to comply.
- 2.3 **Governing Law.** This Agreement, and the rights, obligations and relations of the Parties hereto, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws applicable therein. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them.
- 2.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to access to IntelliHEALTH ONTARIO and the use of

IntelliHEALTH ONTARIO Data by the Organization or the Registered User on behalf of the Organization, and supersedes any prior agreements or understandings, collateral, oral or otherwise, existing between the Parties at the time this Agreement is entered into.

ARTICLE 3 TERM

Term. This Agreement is effective from the date that it is signed by Ontario and shall remain in force until terminated in accordance with its terms.

ARTICLE 4 ACCESS TO BE PROVIDED

- 4.1 **Access Provided.** Ontario shall permit the Registered User to access IntelliHEALTH ONTARIO on behalf of the Organization from a location within the province of Ontario, at such time or times, by such means and through the use of such Access Tools as Ontario considers appropriate.
- 4.2 **Encrypted Information.** Despite any other provision of this Agreement, where, in the opinion of Ontario, the provision of access to any information contained in IntelliHEALTH ONTARIO could result in a disclosure of Identifying Information, Ontario may Encrypt or otherwise prohibit access to such information.
- 4.3 **Personal Health Information and Personal Information.** For certainty, IntelliHEALTH ONTARIO should not include any Identifying Information, any Personal Health Information, any Personal Information, or any Derived Personal Information. If IntelliHEALTH ONTARIO contains any Identifying Information, any Personal Health Information, any Personal Information, or any Derived Personal Information, the Organization shall:
- (a) immediately notify Ontario by use of the IntelliHEALTH ONTARIO e-mail account provided on the IntelliHEALTH ONTARIO website or such other method as Ontario may designate in writing, and by the means set out in that Article;
 - (b) not copy, use or disclose the Identifying Information, Personal Health Information, Personal Information, or Derived Personal Information; and

- (c) take all such action in regard to any information as Ontario may reasonably require in its sole and unfettered discretion, which may not be challenged by the Organization on any basis.
- 4.4 **No Promise.** There is no representation, warranty, condition or other promise of any kind, express, implied, statutory or otherwise, including as to the accuracy, completeness, reliability, currency, availability or veracity of IntelliHEALTH ONTARIO Data or derived products, given by any one or more of the Indemnified Parties.

ARTICLE 5

PERMITTED USE OF IntelliHEALTH ONTARIO AND USE AND DISCLOSURE OF INFORMATION

- 5.1 **Use and Disclosure.** The Organization shall not, and shall ensure that its Registered User does not:
- (a) use IntelliHEALTH ONTARIO or use or disclose any IntelliHEALTH ONTARIO Data for any purpose other than the Purpose;
 - (b) use IntelliHEALTH ONTARIO or use or disclose any IntelliHEALTH ONTARIO Data for the purpose of identifying one or more individuals;
 - (c) manipulate, process, or otherwise deal with IntelliHEALTH ONTARIO Data in any manner or by any means, electronic or otherwise, that creates, renders, extracts, or otherwise yields any Derived Personal Information, any Personal Information, or any Personal Health Information;
 - (d) match, merge, or link any IntelliHEALTH ONTARIO Data with other data or information to create Identifying Information, Personal Information, Personal Health Information, or Derived Personal Information;
 - (e) copy, match, merge or link any IntelliHEALTH ONTARIO Data, or in any way construct another system, file or database, for the purpose of making IntelliHEALTH ONTARIO Data available in a raw format to persons other than Registered Users; or
 - (f) allow any person other than a Registered User to access IntelliHEALTH ONTARIO, any Access Tools, or any IntelliHEALTH ONTARIO Data.

- 5.2 **Applicable Law.** The Organization shall ensure that it and its Registered Users use and disclose the IntelliHEALTH ONTARIO Data only in accordance with Applicable Law.
- 5.3 **Assistance.** Each Party shall provide all assistance reasonably requested by the other Party in relation to any relevant privacy concern, including, without limitation, complaints of individuals or investigations or reviews conducted by the Information and Privacy Commissioner or Ontario.

ARTICLE 6

REGISTERED USER

- 6.1 **Organization Responsible.** The Organization is responsible for the acts and omissions of its Registered User. The Organization shall advise its Registered User of the Organization's obligations under this Agreement, and shall take appropriate action to ensure compliance with this Agreement and with the IntelliHEALTH ONTARIO Registered User Agreement.
- 6.2 **Further Training.** Ontario may, at any time and from time to time, require the Registered User to complete further training, workshops, or other activities as a condition of continued access to IntelliHEALTH ONTARIO.
- 6.3 **Quarterly Validation** Within three (3) months of the execution of this Agreement, and every three (3) months thereafter, the Organization shall review whether its Registered Users still require access to IntelliHEALTH ONTARIO.
- 6.4 **Notice to Ontario.** The Organization shall immediately notify Ontario whenever a Registered User ceases to be employed or retained by the Organization, or whenever a Registered User ceases to require access to IntelliHEALTH ONTARIO.

ARTICLE 7

DATA AUDIT

- 7.1 **Records.** Ontario or an independent auditor may, upon fifteen (15) days' notice, conduct an audit of the Organization's records relating to access to IntelliHEALTH ONTARIO or any other matter dealt with under this Agreement.
- 7.2 **Auditor Access.** For the purposes of the audit, the Organization shall, subject to Applicable Law, give Ontario or the independent auditor access to the Organization's premises

and to any IntelliHEALTH ONTARIO Data in the custody or under the control of the Organization, and all such other access as may be reasonably necessary to verify the Organization's compliance with this Agreement.

- 7.3 **Improvement.** Ontario may, at any time, require the Organization to improve the methods by which it accesses and uses IntelliHEALTH ONTARIO, and retrieves, maintains and discloses IntelliHEALTH ONTARIO information to ensure compliance with this Agreement.
- 7.4 **Ontario not to Control.** Nothing in this Article or in this Agreement shall be construed so as to give Ontario any control whatsoever over the books, accounts or other records of the Organization.

ARTICLE 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 **IntelliHEALTH ONTARIO Data.** The Organization has no intellectual property right, title or legal interest in IntelliHEALTH ONTARIO, any Access Tools, Analytic tools, Products or any IntelliHEALTH ONTARIO Data or products derived from IntelliHEALTH ONTARIO Data. No ownership rights in or to the IntelliHEALTH ONTARIO website, any Access Tools, any Analytic Tools or any IntelliHEALTH ONTARIO Data are transferred to the Organization by this Agreement. Ontario reserves all of its intellectual property rights including copyright, and all other of Ontario's rights in and to the IntelliHEALTH ONTARIO Data, that are not expressly granted by this Agreement.
- 8.2 **Reports.** Ontario shall not own any copyright or other intellectual property rights in any Reports created by users other than the rights in the IntelliHEALTH ONTARIO Data, Access Tools, Analytic Tools and IntelliHEALTH ONTARIO Data reserved by Ontario herein.
- 8.3 **Copy of Reports.** At least thirty days (30) prior to publication external to their organization of any Report by the Organization, the Organization shall provide to Ontario a copy of that Report, on print media and in such electronic or digital format as the Parties may agree to.

8.4 **Ontario's Use of Reports.** The Organization hereby grants to Ontario a non-exclusive, perpetual, irrevocable, world-wide, fully paid-up, royalty-free licence to use, copy, adapt, translate, publish including on its own intranet and on the Internet, and to share and distribute, without cost, any and all Reports that have been provided to Ontario hereunder and to authorize others to do so on behalf of Ontario.

8.5 **Organization Warranties.** The Organization warrants and covenants that the Organization has, or at all material times will have, all intellectual property rights and all other rights necessary to grant every licence and right granted by the Organization under this Agreement without violating or infringing the intellectual property rights of any third-party. The Organization further warrants that the Organization shall take all commercially responsible steps to ensure that the Reports and all media upon which Reports may be delivered to Ontario hereunder, shall not contain any Harmful Code.

8.6 **No Publication.** For certainty, the Organization shall not publish, in any Report of otherwise, any Identifying Information, Personal Information, Personal Health Information or Derived Personal Information, derived from or based on IntelliHEALTH ONTARIO Data

8.7 **Acknowledgement.** Unless otherwise notified by Ontario, the Organization shall acknowledge the support of Ontario in every Report and shall indicate that the views expressed in the Reports are the views of the Organization and do not necessarily reflect those of the Government of Ontario.

8.8 **Citation.** Wherever reference is made, either explicitly or implicitly, to IntelliHEALTH ONTARIO Data in Reports, the Organization shall include a citation to IntelliHEALTH ONTARIO using one of the formats set out below:

Minimal data citation requirement:

Ontario Ministry of Health and Ministry of Long-Term Care: IntelliHEALTH ONTARIO:

Optional data citations:

Population Estimates 2010-2015, Ontario Ministry of Health and Ministry of Long-Term Care, IntelliHEALTH ONTARIO

Date Data Last Refreshed [month/year].

{Data Source Name}, Ontario Ministry of Health and Ministry of Long-Term Care, IntelliHEALTH ONTARIO Date Data Last Refreshed [month/year].

ARTICLE 9

LIABILITY, INDEMNIFICATION AND INSURANCE

9.1 **Ontario Not Liable.** The Indemnified Parties shall not be liable to the Organization, the Organization's personnel including without limitation the Registered User, or any other person, for any losses, expenses, costs, damages or liabilities, or any causes of action, actions, claims, demands, lawsuits or other proceedings in any way based upon, occasioned by, attributable to, arising out of or by reason of, the use of the IntelliHEALTH ONTARIO Data by the Organization, this Agreement, the Organization's performance of the Organization's obligations under this Agreement, or any failure of the Organization to perform those obligations.

9.2 **Indemnification.** Except if prohibited by the *Financial Administration Act*, R.S.O. 1990, c. F.12, the Organization hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Organization, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Organization's obligations under, or otherwise in connection with, this Agreement. The Organization further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation Ontario, claimed or resulting from such Claims.

9.3 **Insurance.** The Organization shall put in effect and maintain for the duration of this Agreement, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of the Organization would maintain.

**ARTICLE 10
TERMINATION**

10.1 **Termination for Breach.** Ontario may terminate this Agreement immediately upon notice to the Organization in the event of any breach by the Organization of any material representation, warranty, condition or covenant of this Agreement.

10.2 **Termination for Convenience.** Either Party may terminate this Agreement at any time, without cause, upon at least sixty (60) days prior notice to the other Party.

10.3 **Other Termination.** Ontario may terminate this Agreement immediately upon notice to the Organization if the Organization's Registered User(s) no longer require, or are no longer permitted by Ontario to, access Intellihealth ONTARIO.

10.4 **Access Terminates.** Upon termination of this Agreement Ontario shall have no further obligation to provide access to IntelliHEALTH ONTARIO to the Organization.

10.5 **No Further Publication Without Consent.** In addition to the foregoing, if Ontario terminates this Agreement for breach pursuant to this Article, the Organization shall not publish any Reports after the date of termination without the prior written consent of Ontario.

**ARTICLE 11
NOTICE**

11.1 **Notice.** Notices under this Agreement shall be in writing and shall be delivered personally or by pre-paid courier, or sent by registered mail, e-mail or postage pre-paid and addressed to the other Party as provided above or as either Party shall later designate to the other in writing.

11.2 **Effective Notice.** All Notices shall be effective:
(a) at the time the delivery is made if the Notice is delivered personally, by pre-paid courier, by e-mail or by facsimile;
(b) three (3) days after the day the Notice was deposited in the mail if the Notice is sent by registered or postage prepaid mail;
unless the day the Notice is effective falls on a day when Ontario is normally closed for business, in which case the Notice shall not be

effective until the next day that is a day when Ontario is normally open for business.

ARTICLE 12 GENERAL

- 12.1 **Assignment and Transfer.** The Organization may not assign or transfer this Agreement, any part of this Agreement, or any benefit or interest in or under this Agreement, without the prior written consent of Ontario. Ontario may assign or transfer this Agreement, any part of this Agreement, or any benefit or interest in or under this Agreement, without the prior written consent of the Organization.
- 12.2 **Cumulative Rights and Remedies.** Except to the extent otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or equity.
- 12.3 **Contract Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.
- 12.4 **Organization Not a Partner, Agent or Employee.** The Organization shall have no power or authority to bind Ontario or to assume or create any obligation or responsibility, express or implied, on behalf of Ontario. The Organization shall not hold itself out as an agent, partner or employee of Ontario. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between Ontario, and the Organization (or any of the Organization's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Schedule A.
- 12.5 **Further Assurances.** The Parties agree to do or cause to be done all acts and things necessary to implement and carry into effect this Agreement to its full extent.
- 12.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 12.7 **Survival.** Section 4.4 (No Promise), Article 5 (Permitted Use of IntelliHEALTH ONTARIO and Use and Disclosure of Information), Section 6.1 (Organization Responsible), Article 7 (Data Audit), Article 8 (Intellectual Property Rights and Use of Reports), Article 9 (Liability, Indemnification and Insurance), Section 10.4 (No Further Publication Without Consent) and this Section 12.7 shall survive the termination of this Agreement for any reason.