

C. MEMORANDUM OF AGREEMENT SUMMARY

C1. THE PUBLIC HEALTH AGENCY OF CANADA AUTHORITY

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**Memorandum of Agreement
(MOA) - Services**

between

**Her Majesty the Queen in Right of
Canada** (referred to herein as "Canada"), as
represented by the Minister of Health, acting
through the Public Health Agency of Canada
(referred to herein as the "Minister")

and

Middlesex - London Health Unit
355 Wellington St, Suite 110
London, ON N6A 3N7

(referred to herein as the "Provider of
Services")

for

The Performance of the Work described in
Annex A – Statement of Work

**THIS MOA DOES NOT CONTAIN A
SECURITY REQUIREMENT**

C2. TITLE Activities for the operation of PHAC FDASD's FoodNet Canada Sentinel Site in Ontario - Middlesex-London Health Unit		
C3. MOA PERIOD Start date: April 1, 2022 End date: March 31, 2024		
C4. MOA NUMBER 4500439206	C5. FINANCIAL CODE 250801-54819-TG04	C6. MAMD REFERENCE Click here to enter text.
C7. MOA DOCUMENTS AND PRIORITY OF DOCUMENTS 1. This MOA Summary (Section C) 2. Security Requirements (Annex B), if applicable. 3. General Conditions (Section I) 4. Intellectual Property (Section II) 5. MOA Statement of Work (Annex A). If there is a discrepancy or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list above shall prevail.		
C8. MOA VALUE Subject to the terms and conditions of this MOA and in consideration for performance of the Work, Canada will pay the Provider of Services an all-inclusive amount (incl. GST/HST) not to exceed \$289,655.20, all amounts in Canadian dollars, as follows:		
Labour Category		Firm Price
Site Coordinator		\$216,813.24
Retail Sampler		\$35,841.96
Click here to enter text.		\$0.00
Amount for GST / HST applicable to the above		\$0.00
Cost Reimbursable Elements		Limitation of Expenditure
Miscellaneous expenses <i>reimbursed based at actual cost</i>		up to \$22,000.00 including GST/HST
Travel and living expenses <i>reimbursed in accordance to GC10</i>		up to \$15,000.00 including GST/HST
C9. INVOICES One (1) copy of each invoice is to be sent at the address below showing: a. the Contract title, number and financial code; b. the date; c. a description of the Work performed; d. timesheets (if payment is based on hourly/per diem rates); e. evidence of actual cost (Cost Reimbursable Elements); f. the amount of any tax (including GST/HST). All invoices are to be sent to: P2P.East.Invoices-Factures.Est@hc-sc.gc.ca		
C10. GOVERNING LAWS This MOA shall be governed and construed by the laws in force in Ontario, Canada.		
C11. ENQUIRIES All enquiries and other communications related to this MOA are to be directed ONLY to the Public Health Agency of Canada Authority.		
C12. INTELLECTUAL PROPERTY The Provider of Services Will Own Intellectual Property Rights as per Section II.		
C13. SIGNATURES This MOA has been executed on behalf of the Parties by their duly authorized representatives: AUTHORIZED REPRESENTATIVE OF THE PROVIDER OF SERVICES <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Signature Emily Williams Chief Executive Officer </div> <div style="text-align: right;"> May 30, 2022 _____ Date </div> </div>		
PUBLIC HEALTH AGENCY OF CANADA AUTHORITY:		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Signature Name Name of Position Name of Division </div> <div style="text-align: right;"> _____ Date </div> </div>		

SECTION I - GENERAL CONDITIONS

GC1. Definitions

- 1.1. In this Memorandum of Agreement, unless the context otherwise requires,
 - 1.1.1. "Provider of Services" means the party agreeing to provide services by entering into this MOA with Public Health Agency of Canada (PHAC).
 - 1.1.2. "Memorandum of Agreement" or "MOA" means this written agreement between PHAC and the Provider of Services, these general conditions, any supplemental general conditions specified in this written agreement and every other document specified or referred to in any of them as forming part of this Memorandum of Agreement, all of which may be amended by written agreement of the Parties, from time to time.
 - 1.1.3. "Public Health Agency of Canada Authority" means the person designated as such in this MOA, or by notice to the Provider of Services to act as the representative of PHAC in the management of this MOA.
 - 1.1.4. "Parties" means PHAC and the Provider of Services, both of which are signatories to this MOA.

GC2. Entire Agreement

- 2.1. This MOA constitutes the entire agreement between the Parties with respect to the provision of the services described in Annex A ("the Work") and supersedes all previous negotiations, communications and other agreements relating to it, unless they are incorporated by reference herein.

GC3. Time of the Essence

- 3.1. Time is of the essence in the provision of the services described in Annex A.
- 3.2. Any delay by the Provider of Services in performing the Provider of Services' obligations under this MOA which is caused by an event beyond the control of the Provider of Services, and which could not have been avoided by the Provider of Services without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 3.3. The Provider of Services shall give notice to PHAC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Public Health Agency of Canada Authority, the Provider of Services shall deliver a description, in a form satisfactory to PHAC, of work-around plans including alternative sources and any other means that the Provider of Services will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by PHAC of the work-around plans, the Provider of Services shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

GC4. Indemnification

- 4.1. The Provider of Services shall indemnify and save harmless PHAC and PHAC's servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Provider of Service, or the Providers of Services'

employees, agents, in performing the Work or as a result of the Work.

- 4.2. The Provider of Services shall indemnify PHAC and PHAC's servants and agents from all costs, charges and expenses whatsoever that PHAC sustains or incurs in all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or other intellectual property right resulting from the performance of the Provider of Services' obligations under this MOA, and in respect of the use of or disposal by PHAC of anything furnished pursuant to this MOA.
- 4.3. The Provider of Services' liability to indemnify or reimburse PHAC under this MOA shall not affect or prejudice PHAC from exercising any other rights under law.
- 4.4. The Provider of Services agrees that PHAC shall not be liable for, and agrees to protect and indemnify PHAC with respect to, any injury or damage (including death) to the Provider of Services or to the person of any officer, servant or agent of the Provider of Services or for the loss of or damage to the property of the Provider of Services or its officers, servants or agents in any manner based upon, occasioned by, or in any way attributable to the performance of the said work unless the injury, loss or damage is caused by the negligence of an officer, servant or agent of PHAC while acting within the scope of his or her employment.

GC5. Termination or Suspension for Convenience

- 5.1. PHAC may, by giving notice to the Provider of Services, terminate or suspend the Work with respect to all or any part or parts of the Work not completed.
- 5.2. All work completed by the Provider of Services to the satisfaction of PHAC before the giving of notice shall be paid for by PHAC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, PHAC shall pay the Provider of Services' costs as determined under the provisions of this MOA and, in addition, an amount representing a fair and reasonable fee in respect of the Work not completed.
- 5.3. In addition to the amount which the Provider of Services shall be paid, the Provider of Services shall be reimbursed for their cost of, and incidental to, the cancellation of obligations incurred by the Provider of Services pursuant to the notice and obligations incurred by the Provider of Services or to which the Provider of Services is subject with respect to the Work.
- 5.4. Payment and reimbursement under these provisions shall be made only to the extent that it is established to the satisfaction of PHAC that the costs and expenses were actually incurred by the Provider of Services and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part of the Work terminated.
- 5.5. The Provider of Services shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Provider of Services under this MOA, exceeds the MOA price applicable to the Work or the particular part of the Work.

GC6. Termination Due to Default

- 6.1. PHAC may, by notice to the Provider of Services, terminate the whole or any part of the Work if the Provider of Services fails to perform any of the Provider of Services obligations under this MOA, or, in PHAC's view, so fails to make

- progress as to endanger performance of this MOA in accordance with its terms.
- 6.2. In the event that PHAC terminates the Work in whole or in part under this section, PHAC may arrange, upon such terms and conditions and in such manner as PHAC deems appropriate, for the Work to be completed that was so terminated, and the Provider of Services shall be liable to PHAC for any excess costs relating to the completion of the Work.
 - 6.3. Upon termination of the Work under this section, PHAC may require the Provider of Services to deliver and transfer title to PHAC, in the manner and to the extent directed by PHAC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Provider of Services has specifically acquired or produced for the fulfilment of this MOA. PHAC shall pay the Provider of Services for all finished work delivered pursuant to the direction and accepted by PHAC, the cost to the Provider of Services of the finished work plus the proportionate part of any fee fixed by this MOA and shall pay or reimburse the Provider of Services the fair and reasonable cost to the Provider of Services of all materials or work-in-process delivered pursuant to the direction. PHAC may withhold from the amounts due to the Provider of Services the sums that PHAC determines to be necessary to protect PHAC against excess costs for the completion of the Work.
 - 6.4. The Provider of Services shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Provider of Services under this MOA, exceeds the MOA price applicable to the Work or the particular part of the Work.
 - 6.5. If, after PHAC issues a notice of termination under this section, it is determined by PHAC that the default of the Provider of Services is due to causes beyond the control of the Provider of Services, the notice of termination shall be deemed to have been issued pursuant to Section GC5 and the rights and obligations of the parties shall be governed by Section GC5.
 - 6.6. All work completed by the Provider of Services to the satisfaction of both Parties, before the giving of the notice, shall be paid for by PHAC in accordance with the provisions of this MOA and, for all work not completed before the giving of notice, PHAC shall withhold an amount reasonably estimated as being required to have the Work completed by another Provider of Services.

GC7. Amendments

- 7.1. The Parties agree that this MOA shall not be altered or amended without the written mutual consent of both the Public Health Agency of Canada Authority and the Provider of Services.

GC8. Security and Protection of Work

- 8.1. The Provider of Services shall keep confidential all information provided to the Provider of Services by or on behalf of PHAC in connection with the Work, acquired by the Provider of Services in the course of performing the Work or created by the Provider of Services as part of the Work. The Provider of Services shall not disclose the information to any person without the written permission of Public Health Agency of Canada Authority, except that the Provider of Services may disclose to a sub-Provider of Services, authorized in accordance with this MOA, information necessary to the performance of the subcontract. This section does not apply to any information that:
 - 8.1.1. is publicly available from a source other than the Provider of Services ; or
 - 8.1.2. is or becomes known to the Provider of Services from a source other than PHAC, except any source that is known to the Provider of Services to be under an obligation to PHAC not to disclose the information.
- 8.2. Upon request, the Provider of Services shall return to the Public Health Agency of Canada Authority all information provided to the Provider of Services by or on behalf of PHAC or acquired by the Provider of Services in connection with the Work and any copies of the information, in any form whatsoever.
- 8.3. The Parties shall comply with applicable laws pertaining to privacy and confidentiality in dealing with information and records related to this MOA.

GC9. Accounts and Audits

- 9.1. The Provider of Services shall keep proper accounts and records of the cost to the Provider of Services of the Work and all expenditures or commitments made by the Provider of Services.

GC10. Travel and Living Expenses

- 10.1. Travel and Living expenses incurred by the Provider of Services are entirely subject to the content of the current National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and the Treasury Board Secretariat Special Travel Authorities, Section 7, "Persons on contract" (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA_e.asp).
- 10.2. Travel and Living expenses are considered to be part of the total cost of the MOA. Expenses which exceed the Directive will not be paid. Prior authorization for projected Travel and Living expenses is required.

SECTION II – INTELLECTUAL PROPERTY

IP1. Provider of Services to Own Intellectual Property Rights

1.0 Interpretation

In the MOA,

- 1.1 “Background Information” means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Provider of Services, its subcontractors or any other third party;
- 1.2 “Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;
- 1.3 “Foreground Information” means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the MOA;
- 1.4 “Intellectual Property” means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software and Firmware;
- 1.5 “Intellectual Property Right” means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders’ rights, or subject to protection under the as trade secrets and confidential information;
- 1.6 “Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing.

2.0 Records and Disclosure of Foreground Information

- 2.1 During and after the performance of the MOA, the Provider of Services must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Provider of Services must report and fully disclose to the Minister all Foreground Information as required by the MOA. If the MOA does not specifically state when and how the Provider of Services must do so, the Provider of Services must provide this information when requested by the Minister or a representative of the Minister, whether before or after completion of the MOA.
- 2.2 The Provider of Services must, in each disclosure under this section, indicate the names of all subcontractors at any tier, if any, who contributed to the development of the Intellectual Property Rights in the Foreground Information.
- 2.3 Before and after final payment to the Provider of Services, the Provider of Services must provide the Minister with access to all records and supporting data that the Minister considers pertinent to the identification of Foreground Information.
- 2.4 For any Intellectual Property that was developed or created in relation to the Work, the Minister will be entitled to assume that it was developed or created by Canada, if the Provider of Services’ records do not list that Intellectual

Property or do not indicate that it was created by the Provider of Services, or by someone on behalf of the Provider of Services, other than Canada.

3.0 Provider of Services to Own Intellectual Property Rights in Foreground Information

- 3.1 All Intellectual Property Rights in the Foreground Information belong to the Provider of Services as soon as they come into existence.
- 3.2 Despite the Provider of Services’ ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the MOA, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- 3.3 Any personal information, as defined in the *Privacy Act*, R.S. 1985, c. P-21, collected by the Provider of Services in the execution of the Work under the MOA becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Provider of Services has no right in any such personal information.
- 3.4 If the Work under the MOA involves the preparation of a database or other compilation using information or data supplied by Canada or any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Provider of Services’ Intellectual Property rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada or the personal information. Unless the MOA otherwise expressly provides, the Provider of Services shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the MOA or at such earlier time as the Minister may require.

4.0 Licenses to Intellectual Property Rights in Foreground and Background Information

- 4.1 As Canada has contributed to the cost of developing the Foreground Information, the Provider of Services hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise the Intellectual Property Rights in the Foreground Information for Canada’s activities. Subject to any exception described in the MOA, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially in competition with the Provider of Services and transfer or assign ownership of it. The Provider of Services also hereby grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. These licenses cannot be restricted in any way by the Provider of Services providing any form of notice to the contrary, including the wording on any shrink-wrap license or any other kind of packaging, attached to any deliverable.
- 4.2 For greater certainty, Canada’s licenses include, but are not limited to:
 - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating

- contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
- b. the right to disclose the Foreground and Background Information to other governments for information purposes;
 - c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation;
 - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
 - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
 - e. for Software that is custom designed for Canada, the right to use any source code the Provider of Services must deliver to Canada under the MOA and to reproduce, use, modify, improve or translate the Software.
- 4.3 The Provider of Services agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the MOA. Furthermore, in the case of commercial off-the-shelf software, the Provider of Services' obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Provider of Services or any subcontractor.
- 4.4 Where the Intellectual Property Rights in any Foreground Information are or will be owned by a subcontractor at any tier, the Provider of Services shall either obtain a license from that subcontractor that permits compliance with subsections IP 4.1 and IP 4.2 or arrange for the subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Provider of Services shall deliver that form to the Minister, duly completed and executed by the subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
- 4.5 The Provider of Services represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Provider of Services must have or obtain promptly a license from that subcontractor or third party to grant promptly any required license directly to Canada.
- 4.6 Any information supplied by Canada to the Provider of Services for the performance of the Work remains the property of Canada. The Provider of Services must use Canada's information only to perform the MOA. If the Provider of Services wants to use any information owned by Canada for the commercial exploitation or further development of any of the Foreground Information, the Provider of Services must obtain a license from the Minister. In its request for a license to the Minister, the Provider of Services must explain why the license is required and how the Provider of Services intends to use the information. If the Minister agrees to grant a license, its terms will be negotiated between the Provider of Services and the Minister and may include the payment of a compensation to Canada.
- 5.0 Transfer or License of Provider of Services' Rights**
- 5.1 During the MOA, the Provider of Services must not sell, transfer, assign or license the Foreground Information without first obtaining the Health Canada Authority's written permission.
- 5.2 After the MOA, the Provider of Services is not required to obtain Canada's permission to transfer ownership in the Foreground Information but any transfer must be subject to all Canada's rights to use the Foreground Information. Furthermore, after the MOA, if the Provider of Services grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Provider of Services is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way. If the Provider of Services at any time transfers ownership or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Provider of Services must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Provider of Services is not successful in doing so, within the time reasonably required by Canada, the Provider of Services must immediately reimburse Canada for all costs Canada incurs to do so itself.
- 5.3 The Provider of Services shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee (including the conditions of the transfer), assignee or licensee referred to in this subsection and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
- 5.4 If Canada terminates the MOA in whole or in part for default, or if the Provider of Services fails to disclose any Foreground Information in accordance with section IP 2.1, the Minister may, by giving notice to the Provider of Services, require the Provider of Services to convey to Canada all the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed, including the rights owned by subcontractors. In the case of Intellectual Property Rights in the Foreground Information that have been sold or assigned to a third party, the Provider of Services must pay to Canada on demand, at Canada's discretion, the fair market value of the Intellectual Property Rights in the Foreground Information or an amount equal to the payment received by the Provider of Services from the sale or assignment of the Intellectual Property Rights in the Foreground Information.
- 5.5 In the event of the issuance of a notice by the Minister, the Provider of Services must, at its own expense and without delay, execute such documents relating to ownership of the Intellectual Property Rights as the Minister may require. The Provider of Services must, at Canada's expense, provide all reasonable assistance in the preparation of applications and in the prosecution of any applications for any registration of

any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case of an invention.

- 5.6 If the Provider of Services uses the Foreground Information to develop any new product or any improvement in any existing product, the Provider of Services agrees that, if Canada wishes to purchase such new or improved product, the Provider of Services must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

6.0 Waiver of Moral Rights

- 6.1 If requested by Canada, during and after the MOA, the Provider of Services must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S. 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the MOA. If the Provider of Services is an author of the Foreground Information, the Provider of Services permanently waives the Provider of Services' moral rights in that Foreground Information.

ANNEX A – MOA STATEMENT OF WORK

S1. INTRODUCTION

This Service Agreement (“Agreement”) covers the operation of the Public Health Agency of Canada (PHAC), Food-borne Disease and Antimicrobial Resistance Surveillance Division (FDASD)’s enhanced integrated surveillance system for foodborne and waterborne infectious gastroenteritis, including provincial microbiological expertise, according to the FoodNet Canada business plan. FoodNet Canada provides a unique and flexible surveillance platform for the collection of epidemiological and laboratory data on cases of enteric illness in sentinel communities. Active sampling of potential exposures (food animals, food and water) is then linked with the disease information, to determine the actual level of risk from pathogens to the human population. This approach highlights food or water safety issues when they emerge, and provides a mechanism to measure the effectiveness of interventions/programs aimed at reducing risk, as well as providing information to policy makers to support activities to reduce the burden of enteric disease in Canada through sentinel site surveillance. The program involves systematic and integrated data collection, analysis, interpretation and communication of results; standardized microbiological and epidemiological methods; and timely and effective reporting and communication. In addition to FoodNet Canada, other programs within FDASD are the Canadian Integrated Program for Antimicrobial Resistance Surveillance (CIPARS), the National Enteric Surveillance Program (NESP), Enhanced National Listeriosis Surveillance Program, and Burden of Enteric Illness Studies. These FDASD surveillance programs are interconnected with integrated activities, and their combined information is used to inform enteric disease within Canada.

S2. TITLE

Activities for the operation of PHAC FDASD’s FoodNet Canada Sentinel Site in Ontario – Middlesex-London Health Unit

S3. OBJECTIVES

This Service Agreement (“Agreement”) is between PHAC’s FDASD and the Middlesex-London Health Unit and covers the operation of PHAC FDASD’s enhanced integrated surveillance system for foodborne and waterborne infectious gastroenteritis in the FoodNet Canada Ontario Sentinel Site, located in Middlesex-London, Ontario. This Agreement also includes the provision of data to PHAC’s Centre for Food-borne, Environmental and Zoonotic Infectious Diseases (CFEZID), including the Outbreak Management Division (OMD), as well as that National Microbiology Laboratory (NML) for the routine purposes of surveillance activities and outbreak detection, assessment, and/or response.

The Agreement supports the three main objectives of the FoodNet Canada surveillance system:

1. To detect changes in trends in human enteric disease and in levels of pathogen exposure from food, animal and water sources in a defined population; and determine significant risk factors for enteric illness;
2. To conduct source attribution (determine the proportion of human cases due to exposure via food, animals and water); and
3. To provide practical preventive information to prioritize risks, compare interventions, measure effectiveness of food and water safety activities and inform policy.

The Agreement has the following main work objectives which are to:

- provide funding for an employee and outline their duties as they relate to the work and management of FoodNet Canada activities in the site; and
- provide funding for retail sampling and describe the associated activities.

S4. BACKGROUND

FoodNet Canada is a multi-partner sentinel site surveillance system facilitated by PHAC that identifies enteric pathogens in foods and environmental sources causing enteric illness in the Canadian population. The program brings together enhanced epidemiological and microbiological surveillance to identify risks and to help direct food

and water safety action plans and programming as well as public health interventions. Specifically, its core objectives are to: determine what food and other sources are making Canadians ill (source attribution); determine significant risk factors for enteric illness; accurately track disease rates and risks over time; and provide practical prevention information.

FoodNet Canada has two main databases: the human component (data on all human cases) and the nonhuman component, which includes data on retail foods (meats, produce or other), on-farm (farm animal manure) and water (untreated water). The objective of the human component is to: produce baseline data through enhanced passive surveillance, identify and analyse risk factors, and inform burden of enteric illness estimates and source attribution work. Each case of enteric disease in the sentinel site is followed up using a standardized FoodNet Canada case questionnaire and by conducting additional microbiological and molecular characterization of the pathogen implicated in the infection.

The non-human component consists of sampling and surveillance in three sub-components: retail food, farm and water. The objective of the retail food sampling is to identify pathogen levels on raw meat (e.g. chicken) and produce (e.g. bagged leafy greens) available to the consumer at the grocery store level for large and medium chain stores as well as independently owned butcher and market shops. The farm surveillance component objective is to determine the level of contamination on-farm through the active surveillance of fresh fecal material and stored manure sampled on participating producer farms within each site. Finally, the objective of the water surveillance component is to understand the dynamics of pathogen levels in the environment and the transmission of enteric pathogens from both specific and non-specific sources within local watersheds and water sources.

This MOA will cover the work related to the human component and the retail sampling in the Ontario sentinel site. For the human component, the MOA will cover the cost of 1 FTE in the sentinel site to support continuous surveillance activities for FoodNet Canada. It will also cover the funding of work related to retail sampling, which consists of the site providing staff to perform the sampling throughout the year for the sentinel site.

S5. SCOPE

RESPONSIBILITIES OF THE MIDDLESEX-LONDON HEALTH UNIT

1. The responsibilities of the site coordinator suggest an investment of salary and support for 1 FTE with extensive public health training and managerial (project/person) experience as appropriate. Any episodic surveillance activities, such as intervention, case-control studies or cohort follow-up studies will be additional to the roles described herein, and will be accompanied by extensive involvement by PHAC's FDASD.

2. Provide 1 (one) FTE employee with the following skill set to be the site coordinator and liaison between PHAC's FDASD and the Middlesex-London Health Unit during this agreement:

- knowledge of enteric diseases including current issues in foodborne and waterborne infectious diseases,
- experience with Infectious Diseases Program at the local and provincial level
- knowledge of planning and evaluation,
- detailed knowledge and experience managing a database,
- experience managing people and/or projects,
- excellent communication and interpersonal skills,
- ability to work collaboratively and with flexibility in an innovative, complex environment.

The roles and responsibilities of the site coordinator revolve around performing year-round surveillance activities to support FoodNet Canada's objectives. In particular, the responsibilities focus on relationship building within the Middlesex-London Health Unit and the sentinel site community, coordination of the various components of the surveillance system at the health unit level, and follow-up on the laboratory submission/tracking of information related to the submission of specimen samples and analytical results. Data management activities, compiling surveillance reports, as well as reporting on the progress of this work, will be critical to success.

The specific roles, responsibilities and tasks of the site coordinator include:

2.1 Communication

- Communicate with PHAC's FoodNet Canada team at monthly operation meetings, quarterly steering committee meetings, site coordinator meetings, annual site visits and as required (e.g., if other initiatives undertaken in collaboration with FoodNet Canada).
- Plan with and update the Middlesex-London Health Unit management and other public health staff as required.
- Communicate with Public Health Ontario, Public Health Ontario Laboratories Toronto regarding laboratory data as required to meet established timelines (i.e., every two months).

2.2 Enhanced Investigations of Reported Cases

- Ensure use and completion of standardized questionnaire by local public health staff.
- Ensure data quality by reviewing and cleaning case interview data prior to being sent to PHAC's FDASD according to the data management standard operating procedure (SOP) provided by PHAC's FDASD and calendar for data extract submission.
- Review data management SOP and calendar for data extract submission annually.
- Participate in annual and ongoing review and enhancement of the standardized questionnaire.

2.3 IT/Database Management

- Ensure data quality for processes involved with data collection, data entry, data storage, and data transfer. Many of these activities are outlined in the data management SOP. These activities include, but are not limited to: developing and maintaining data cleaning processes (identification of missing values, follow-up to finalize missing values, duplicate record identification and removal), and processes to ensure all relevant laboratory data are incorporated into the data extracts sent to PHAC's FDASD.
- Ensure bi-monthly transmission of data to PHAC's FDASD, and as required.
- Ensure database updates are made based on questionnaire revisions.

2.4 Relationship Building/Liaison

- Within the Middlesex-London Health Unit.
- Within the community (physicians, institutions, infection control, etc.) as required.
- With provincial government as required.
- With FoodNet Canada's other sentinel sites across Canada and PHAC.

2.5 Enhancing Outbreak Investigations

- Ensure transfer of summary outbreak information to PHAC's FDASD on an annual basis.

2.6 Laboratory Coordination

- Work with the Provincial Laboratory for coordination/communication with private and hospital laboratories.
- Coordinate with the Provincial Laboratory to receive sub-typing information on a regular basis.
- Coordinate with the Provincial Laboratory to link laboratory and epidemiological information to meet established timelines for data submission to PHAC's FDASD (i.e., every two months).

2.7 Training

- As appropriate and availability permitting participate in training related to FoodNet Canada activities.
- Support PHAC's FDASD in providing training to other the Middlesex-London Health Unit personnel and other FoodNet Canada sites as required and agreed upon by the Middlesex-London Health Unit management.

2.8 Administration

- Participate in meetings to provide updates on activities and identify any issues/gaps.
- Assist in the provision of information to address information requests, briefing notes and other documentation regarding the FoodNet Canada sentinel site and related activities.
- Annually provide PHAC's FDASD population estimates, by age group and gender, for the sentinel site boundaries for the purpose of calculating disease incidence rates.
- Work with the Provincial laboratory to provide the Provincial Laboratory numbers to PHAC's FDASD according to established timelines for data submission (i.e., every two months) to allow for further laboratory analyses (e.g. Whole Genome Sequencing).
- Coordinate with PHAC's FDASD if activities or deadlines are being, or are anticipated to be, affected by unforeseen situations beyond the control of the site.
- Other tasks related to meeting FoodNet Canada's objectives, as required.

2.9 Communication Products

- Contribute to the review of FoodNet Canada communications, annual reports, email updates, feedback, information for website, presentations, etc., as required.

2.10 Analysis

- Assist with writing of reports and interpretation of data.
- Assist with journal articles.

2.11 Targeted Initiatives

- Work with PHAC's FDASD to address specific issues and knowledge gaps related to FoodNet Canada objectives.
- Liaise with students and others, as required.

2.12 Surge Capacity

- Work with the Middlesex-London Health Unit management to provide assistance with regular duties at the Health Unit as prioritized and appropriate; and in particular when short term surge capacity is required.

3. Allow for the use and enhancement of the following tools and the provision of training on these tools for the Middlesex-London Health Unit staff and managers:

- enhanced, standardized questionnaire for reported cases of infectious enteric disease,
- standardized operating procedures for the investigation of reported cases of infectious enteric disease,
- analytical methods and standardized operating procedures for the analysis of data from sporadic cases and other data from syndromic and alert surveillance systems to detect potential outbreaks,
- standardized operating procedures to follow up the information transfer related to the lab results coming back to the Middlesex-London Health Unit, and
- procedures to extract the required de-identified data and to securely transfer them to PHAC's FDASD.

4. Every two months provide to PHAC's FDASD de-identified¹ data on reported cases of infectious enteric disease.

5. Retail Sampling

- Provide PHAC's FDASD with a census of the retail grocery stores in the sentinel site.
- Provide staffing to perform retail sampling (1 day per week), throughout the year.
- The Site Coordinator will supervise activities of the retail sampler.

Retail sampler activities:

- Perform weekly retail sampling at retail stores as per the FoodNet Canada retail sampling manual and annual FoodNet Canada retail sampling schedule.

- Prepare all submission forms and paperwork associated with sample submissions as per the annual FoodNet Canada retail sampling manual.
- Prepare and ship retail food samples and temperature data loggers to the testing laboratories as per FoodNet Canada sampling manual.
- Provide PHAC's FDASD with the weekly sample information in the specified electronic format.
- Provide PHAC's FDASD with a digital electronic photograph of the front and back of each retail packages as per FoodNet Canada retail sampling manual.

6. Allow for PHAC FDASD's review of the Middlesex-London Health Unit procedures with regards to the agreed upon data cycle, from training and collection to data transfer.

7. For the purposes of this Agreement, the retail sampling area will include the following area: the Middlesex-London Health Unit.

8. The Middlesex-London Health Unit will ensure the provision of required office equipment (desk, chair, telephone) and computer equipment for the site coordinator and retail sampler. PHAC will not provide the Middlesex-London Health Unit any computers or any proprietary computer software, documents, or any symbols, designs, and images that, if used, may infringe on third party Intellectual Property rights.

9. If ever the Middlesex-London Health Unit is no longer a sentinel site under PHAC's FoodNet Canada surveillance system the data collected throughout the duration of this agreement will remain available to the FoodNet Canada Surveillance System for 10 years after the end of the agreement to enable reporting, such as ongoing trend analysis.

¹ De-identified data on cases of infectious disease include all lab results related to the case, age and gender of the patient, time of onset or related dates, and other data related to risk factors for foodborne and waterborne diseases (broadly: sources of food, outside house eating, source of drinking water, contact with recreational water, contact with animals, and travelling during the incubation period). De-identified data excludes the patient's name, home address, name and address of place of work or school, home and work phone numbers and fax, email address, and personal health record beyond the current enteric illness.

S6. MILESTONES

To ensure timely execution of the responsibilities of the Provider of Services, the following milestones are outlined:

Sentinel Site Coordinator Activities:

Monthly:

- Participate and communicate any issues with PHAC's FoodNet Canada team at monthly operation meetings.

Every Two Months:

- Coordinate with the Provincial Laboratory to provide relevant laboratory data and Provincial Laboratory numbers to PHAC's FDASD, as well as link laboratory and epidemiological information to meet established timelines for data submission to PHAC's FDASD (i.e., every two months).
- Ensure transmission of de-identified case data to PHAC's FDASD to meet established timelines for data submission (i.e., every two months).

Quarterly:

- Participate and communicate with PHAC's FoodNet Canada team at quarterly steering committee meetings.

Annually:

- Review data management SOP and calendar for data extract submission annually.
- Participate in annual and ongoing review and enhancement of the standardized questionnaire.
- Ensure transfer of summary outbreak information to PHAC's FDASD on an annual basis.

Other:

- Participate and communicate with PHAC's FoodNet Canada team at site coordinator meetings.

Retail Sampling:**Weekly:**

- Perform weekly retail sampling including preparing and shipping samples to laboratories.
- Provide PHAC's FDASD with the weekly sample information in the specified electronic format, as well as a digital electronic photograph of the front and back of retail package.

Annually:

- Provide PHAC's FDASD with a census of the retail grocery stores in the sentinel site.

S7. RESPONSIBILITIES OF PUBLIC HEALTH AGENCY OF CANADA

1. Provide guidance and support for the effective governance and management of the activities related to the FoodNet Canada sentinel site in the Middlesex-London Health Unit, in partnership with the site coordinator and the Middlesex-London Health Unit management.
2. Help coordinate communication between laboratories (public health, private, hospital) within the Middlesex-London Health Unit.
3. Provide tools (standardized operating procedures) and data management and FNC questionnaire training to the Middlesex-London Health Unit site coordinator and staff as required.
4. Provide assistance during outbreak investigations (at the request of the Middlesex-London Health Unit).
5. PHAC's FDASD will provide general program support (e.g. sampling questions, supplies, issues with samples) for the retail sampling program, as well as detailed training for the retail sampler.
6. Annually assess training needs for the Middlesex-London Health Unit personnel related to the functioning of the enhanced enteric disease surveillance system and provide training accordingly.
7. PHAC's FDASD will provide the opportunity to the Middlesex-London Health Unit to review and provide feedback for annual reports and scientific journals at least one month in advance of publishing/submitted to journals and at least 2 weeks in advance for data analyzed/summarized by PHAC (e.g. summary reports, presentations) that include case data from the Middlesex-London Health Unit to be shared external to CFEZID/NML.
8. PHAC's FDASD will share case-level data with CFEZID, including the OMD and the NML for routine purposes of surveillance activities and outbreak detection, assessment, and/or response.
9. PHAC will provide the opportunity to review and approve the use of case-level data (e.g. line list data) shared by the Middlesex-London Health Unit for data requests by persons/groups external to CFEZID/NML for the purposes of research projects and/or other public health activities.
10. PHAC's Centre for Food-borne, Environmental and Zoonotic Infectious Diseases will provide financial support for the site coordinator position, and expenses related to travel and training; and salary for the retail sampler and costs associated with the retail sampling program. See detailed budget in Annex B.
11. Working with the Middlesex-London Health Unit, PHAC's FDASD will plan quarterly steering committee meetings according to the FoodNet Canada Ontario Site Steering Committee Terms of Reference.
12. Any notice of termination of the Work outlined in the Memorandum of Agreement will be provided by PHAC to the Middlesex-London Health Unit at a minimum of three months prior to the date of termination.

S8. PROVIDER OF SERVICES RESPONSIBILITY

In addition to the Scope outlined in Section S-5, the Middlesex-London Health Unit shall:

- meet all tasks, deliverables and milestones as identified;
- keep all documents and proprietary information confidential;
- conduct and maintain all documentation in a secure area;
- provide to PHAC at any time during the course of the MOA Period a minimum three months' notice of intent to terminate the Work outlined in this agreement. The Middlesex-London Health Unit shall be reimbursed by PHAC for the work completed up to the termination date in accordance with Part GC5 of Section I "General Conditions". The Middlesex-London Health Unit shall not be liable for any costs incurred by PHAC to perform further Work by PHAC or an alternate Provider of Services after the termination date.

S9. WORK SITE / LOCATION OF WORK

Within the Middlesex-London Health Unit

S10. LANGUAGE PROFICIENCY

English

S11. MEMORANDUM OF AGREEMENT CONTACT

The Public Health Agency of Canada Authority designated as primary contact is:

Carolee Carson
Acting Director
Foodborne Disease and Antimicrobial Resistance Surveillance Division
Centre for Food-borne, Environmental and Zoonotic Infectious Diseases
Infectious Diseases Programs Branch, Public Health Agency of Canada
370 Speedvale Ave W, Unit 120
Guelph, ON N1H 7M7
Telephone:
E-mail: carolee.carson@canada.ca

S12. MEMORANDUM OF AGREEMENT CONTACT FOR THE PROVIDER OF SERVICES

The representative designated as primary contact for the Provider of Services:

Emily Williams
Chief Executive Officer
Middlesex-London Health Unit
355 Wellington Street, Suite 110
London, ON N6A 3N7
E-mail: Emily.Williams@mlhu.on.ca

SECURITY REQUIREMENTS

The Provider of Services, the Middlesex-London Health Unit, shall keep all documents and proprietary information confidential; and conduct and maintain all documents.

Unscreened contractors must be escorted:

1. Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.
2. Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by Health Canada/Public Health Agency of Canada and/or The Government of Canada.
3. No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

ANNEX B – BASIS OF PAYMENT

The amount will be invoiced quarterly at the end of each quarter of the fiscal year (four invoices) for the duration of this agreement and by March 15th in the last quarter.

Middlesex-London Health Unit provides to the Administrative Assistant, Centre for Food-borne, Environmental and Zoonotic Infectious Diseases Public Health Agency of Canada an original and one (1) copy of the invoice.

1. MEMORANDUM OF AGREEMENT PERIOD:

April 01, 2022 – March 31, 2024;

1.2 Pricing Tables:

FoodNet Canada Site Coordinator (Middlesex-London Health Unit) includes: the salary and benefits for the FoodNet Canada site coordinator in the Middlesex-London Health Unit and expenses related to training. Training may include travel e.g. airfare and accommodation costs to attend professional development at an annual conference, enhanced epidemiological and laboratory capacity at the Public Health Agency of Canada; or other specified training according to the MOA Statement of Work.

FoodNet Canada Middlesex-London Health Unit retail sampling includes: wages and benefits for the retail sampler in Middlesex-London Health Unit, and weekly reimbursable costs related to retail food sample purchase and travel.

2. Site Coordinator:

No.	Description	Site Coordinator Rate for April 1, 2022 - March 31, 2023	Site Coordinator Rate for April 1, 2023 - March 31, 2024
1	Salary and Benefits*	\$104,858.04	\$106,955.20
2	Training	\$2,500	\$2,500
Total Yearly Cost:		\$107,358.04	\$109,455.20

*Constant benefit rate of 25.39%

3. Retail Sampler:

No.	Description	Retail sampler rate for April 1, 2022 - March 31, 2023	Retail sampler rate for April 1, 2023 - March 31, 2024
1	Total Salary (Hourly wage - \$57.61)	\$17,743.88	\$18,098.08
2	Retail Sample Purchase	\$10,000	\$10,000
3	Travel (mileage)	\$7,500	\$7,500
4	Supplies	\$1,000	\$1,000
Total Yearly Cost:		\$36,243.88	\$36,598.08

*Based on 7 hrs/day for 44 weeks in a year = 308 hrs.