

**BAYCREST@HOME ORGANIZATION-LEVEL
AGREEMENT**

This Baycrest@Home Organization-Level Agreement (the “**Agreement**”), effective as of the date of last signature hereof (the “**Effective Date**”), is made BETWEEN:

THE JEWISH HOME FOR THE AGED

(herein called “**JHA**”);

- AND -

The City of Kitchener, a municipality in Ontario

(herein called the “**Organization**”)

(JHA and Organization may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS JHA operates the Baycrest@Home Platform (defined below), a web-based platform on which registered users may access Baycrest@Home Content (defined below) aimed at improving the quality of life of older adults and their caregivers;

AND WHEREAS the Organization is a municipality and qualified done operating services for seniors that promote independence and wellbeing for clients with complex challenges related to aging;

AND WHEREAS JHA and Organization mutually desire to make the Baycrest@Home Platform and Baycrest@Home Content available to Organization’s Authorized Users, as defined and described in, and in accordance with, the terms of this Agreement;

NOW THEREFORE in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS; SCHEDULES

Section 1.01 Definitions.

Note: the following is not an exhaustive list of defined terms; some terms are defined within the text of the Agreement.

In this Agreement, unless the context otherwise requires:

- (a) “Agreement” is defined in the preamble at the top of this document;

- (b) “Authorized User” means any individual whom Organization authorizes in connection with this Agreement to (i) register online to obtain login and password credentials for a Baycrest@Home Individual Account, or a Baycrest@Home Group Account, paid for by Organization; or (ii) access Baycrest@Home Content through a Baycrest@Home Group Account being displayed in a group setting;
- (c) “Baycrest@Home Content” means, all content contained on the Baycrest@Home Platform, including content only available by logging into an active Baycrest@Home Individual Account or Baycrest@Home Group Account. For illustration, Baycrest@Home Content may include (i) live programs, including, without limitation, live-streamed classes, courses, recreational experiences and entertaining performances; (ii) recorded content; and (c) written or graphic materials, including, for illustration and without limitation, informational pamphlets and schedules related to live-streamed programs.
- (d) “Baycrest@Home Marks” means the trademarks listed in Schedule “B”;
- (e) “Baycrest@Home Platform” means the web-based platform at the URL <https://baycrestathome.ca/> through which an individual may access Baycrest@Home Content made available from time-to-time by JHA on the Baycrest@Home Platform.
- (f) “Baycrest@Home Group Account” means a credentialed account enabling the account holder to login with a password on the Baycrest@Home Platform to access Baycrest@Home Content for use by that individual and other Authorized Users in a group setting.
- (g) “Baycrest@Home Individual Account” means a credentialed account enabling the account holder to login with a password on the Baycrest@Home Platform to access Baycrest@Home Content for use by that individual and their caregiver(s).
- (h) “Business Day” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (i) “Client(s)” means any individual who is a resident at any Organization Site or who receives services or is permitted to attend any activities of any kind from, at or carried on by the Organization, whether or not such services or activities are provided for a fee or gratuitously;
- (j) “Personal Information” means any and all personally identifiable information about an Authorized User, whether in verbal, written or any other form;
- (k) “Site” means any of the Organization’s operating locations, including any facility or home owned or operated by the Organization; and
- (l) “Staff” means any of Organization’s employees, contractors, agents or representatives.

Section 1.10 Schedules.

The following is a list of Schedules attached to and incorporated into this Agreement by reference and deemed to be a part of this Agreement:

Schedule “A” – Statement of Work (SOW)
Schedule “B” – Baycrest@Home Marks
Schedule “C” – Hardware Addendum

ARTICLE 2

TERM

Section 2.01 Term.

This Agreement will commence as of the Effective Date and continue for an initial period of one year (the “**Initial Term**”), unless terminated earlier in accordance with Article 7 (Termination) or extended by amendment in accordance with Section 1.12. The initial term plus any extensions thereof will constitute the “**Term**”.

ARTICLE 3

ACCESS TO BAYCREST@HOME PLATFORM

Section 3.01 Grant of Access

- (a) JHA will provide Organization with the number of Baycrest@Home Individual Accounts and Baycrest@Home Group Accounts specified in the statement of work attached to this Agreement as Schedule 1 (the “**SOW**”), for Organization’s Authorized Users to access and use, subject to payment by Organization of the applicable fees as set out in Article 5 and the SOW (the “**Fees**”), and subject to all other terms of this Agreement.
- (b) Organization acknowledges and agrees that each Authorized User will be required to agree to a terms of use agreement found at <https://baycrestathome.ca/>, as updated from time-to-time, (the “**Terms of Use**”), which will govern that Authorized User’s access and use of the Baycrest@Home Platform and Baycrest@Home Content. For clarity, any rights to access and use the Baycrest@Home Platform and Baycrest@Home Content are granted by JHA directly to each Authorized User through their agreement to the Terms of Use; provided that, with respect to Baycrest@Home Group Accounts, additional rights may also be granted to the Organization as set out in the SOW.
- (c) Organization shall be responsible for its Authorized Users’ adherence to the Terms of Use.
- (d) The Organization shall not, and shall not permit any individual to, copy, record, reproduce or otherwise make available the Baycrest@Home Platform and/or Baycrest@Home Content to any individual in any manner inconsistent with the terms of this Agreement.
- (e) All intellectual property subsisting in or used in connection with the Baycrest@Home Platform and Baycrest@Home Content, including, without limitation, the Baycrest@Home Marks (collectively the “**Baycrest@Home IP**”) is, and shall at all times, as between JHA and BCGC on the one hand, and Organization on the other hand, remain the sole property of the JHA and

BCGC. Other than as may be expressly granted in this Agreement, this Agreement does not convey to Organization any right, title, or interest in, or to, any Baycrest@Home IP.

- (f) Any alterations, developments, improvements or modifications to Baycrest@Home IP will remain the property of the JHA and BCGC.
- (g) It is understood and agreed by the Parties that JHA may, but is not obligated to, from time-to-time revise, update, replace or discontinue any Baycrest@Home Content.
- (h) If the SOW states that Organization is obtaining any Baycrest@Home Group Account(s), use of such Baycrest@Home Group Account(s) will be subject to Organization's compliance with any additional terms set out in the SOW applicable to Baycrest@Home Group Accounts.
- (i) If the SOW contemplates that any hardware will be provided to Organization by JHA in connection with this Agreement (the "**Hardware**"), such Hardware will be listed in Schedule C, and the provision of such Hardware will also be subject to the terms set out in Schedule C (Hardware Addendum).

ARTICLE 4 USE OF MARKS

Section 4.01 Use of Marks

- (a) Subject to 4.01(b), Organization is hereby granted a non-exclusive, non-transferable, non-sublicensable limited right to use and display the Baycrest@Home Marks in Canada during the Term of this Agreement, solely for the purpose of Organization's promotion of the Baycrest@Home Platform and Baycrest@Home Content to its Clients and Staff (the "**Promotional Materials**") and for no other purpose.
- (b) All Promotional Materials, which, for clarity, include any public announcements, publications, or presentations using or displaying any Baycrest@Home Marks, must be pre-approved in writing by JHA before being publicly disseminated or displayed by Organization. JHA will use reasonable efforts to respond to a request to review Promotional Materials within ten (10) days of receiving a request from Organization in writing.
- (c) The Organization shall ensure that no Baycrest@Home Marks will be used in any manner, or on any medium, contrary to the provisions of this Agreement; and if directed by JHA, the Organization shall promptly cease all use of the Baycrest@Home Marks or amend use of the Baycrest@Home Marks as directed by JHA.
- (d) The Organization shall cause to appear on all Promotional Materials an appropriate notice relating to ownership of the Baycrest@Home Marks as stipulated by JHA from time-to-time, using wording acceptable to JHA in its sole discretion.
- (e) The Organization shall immediately report to JHA in writing any infringement or imitation of the Baycrest@Home Marks of which the Organization becomes aware.

ARTICLE 5
FEES

Section 5.01 Fee.

In consideration of JHA providing access to and use of the Baycrest@Home Platform, Baycrest@Home Content, and Baycrest@Home IP as set out herein, the Organization shall pay JHA the Fees specified in the SOW.

Section 5.02 Invoices.

JHA will issue invoices to the Organization for the Fees in accordance with the payment schedule set out in the SOW. Organization shall pay invoices within forty-five (45) days of receipt.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.01 Representations and Warranties of the Organization.

The Organization hereby represents, warrants and covenants to JHA and BCGC as follows:

- (a) The Organization is a corporation incorporated under the laws of Ontario and has the power and authority to enter into and perform its obligations under this Agreement.
- (b) If any Authorized User will be accessing or using the Baycrest@Home Platform and/or the Baycrest@Home Content at or from any premises owned and/or operated by Organization, Organization shall provide suitable activity space and equipment at its own expense, which space and equipment must at all relevant times be safe, accessible, maintained, monitored and in proper working order for the purposes of using the Baycrest@Home Platform and/or Baycrest@Home Content.
- (c) The Organization shall at all times maintain a high level of professional conduct and quality control, and comply with all applicable laws, regulations and standards of professional practice, in delivering and monitoring access and use of the Baycrest@Home Platform and/or Baycrest@Home Content by its Authorized Users, including, without limitation:
 - (i) determining the appropriate screening and assessment process for potential users to ensure that they are able to participate safely in the Program before permitting them to be Authorized Users;
 - (ii) determining the appropriate process to review and update Authorized Users' health status throughout the Term to ensure that they continue to be able to participate safely;
 - (iii) making Authorized Users or their lawful substitute decision makers fully aware of the medical risks, any potential serious consequences and comparative risks and

benefits of using the Baycrest@Home Platform and Baycrest@Home Content;

- (iv) obtaining any necessary consents from Authorized Users or from their lawful substitute decision makers to use the Baycrest@Home Platform and Baycrest@Home Content; and
- (v) adopting and following procedures and protocols for emergency situations including for the provision of emergency medical attention.

Section 6.03 Representations and Warranties of JHA and BCGC

JHA hereby represents, warrants and covenants to the Organization:

- (a) JHA is a validly existing corporation pursuant to the laws of the Province of Ontario; and JHA has the authority to enter into and perform its obligations pursuant to this Agreement.

ARTICLE 7 TERMINATION

Section 7.01 Termination

This Agreement may be terminated:

- (a) by JHA or BCGC upon ten (10) days' written notice to Organization if Organization is in default of any payment owing in accordance with Section 5 and the SOW;
- (b) by any Party upon written notice to another Party where such second Party has breached a term of this Agreement and such default, if capable of being remedied, has not been remedied within ten (10) Business Days after written notice of such default was received by the second Party from the first Party;
- (c) by any Party upon written notice to the other Parties upon the dissolution, winding up, bankruptcy, insolvency or liquidation of any Party, including but not limited to any Party making an assignment for the benefit of creditors or taking the benefit of any statute relating to bankrupt or insolvent debtors, or a receiver being appointed under a debt instrument passed for the winding up of the Party;
- (d) By JHA or BCGC upon written notice in writing to the Organization if the Organization is engaging in conduct that in the opinion of JHA or BCGC reflects unfavourably or detrimentally upon JHA and/or BCGC, their name, goodwill, trademarks, or reputation; or
- (e) By JHA or BCGC, for convenience, upon sixty (60) days' written notice to Organization.

Section 7.02 Consequences of Termination

Upon expiry or termination of the Agreement for any reason, the following will occur:

- (a) the rights afforded to the Organization hereunder by JHA shall immediately cease;
- (b) any Baycrest@Home Group Account(s) issued under the SOW will immediately terminate; and
- (c) with respect to any Baycrest@Home Individual Account(s) issued to any Authorized User, JHA will have the option, in its sole discretion, to either (i) terminate the Baycrest@Home Individual Account; (ii) extend such Baycrest@Home Individual Account for any additional period or periods of time as determined by JHA in its sole discretion; and/or (iii) contact such individual Baycrest@Home Individual Account holder to provide options for the individual to continue their Baycrest@Home Individual Account for the typical fee charged to individual Baycrest@Home Individual Account holders;
- (d) the Organization shall immediately discontinue use of the Baycrest@Home Marks, and shall destroy any Promotional Materials in its possession and/or control; and
- (e) the Organization shall return to JHA or, if return is not feasible, destroy and not retain any copies of the Baycrest@Home Content and/or Baycrest@Home Confidential Information in its possession, and certify in writing to JHA within thirty (30) days after expiry/termination of this Agreement that such return or destruction has been completed.

ARTICLE 8
CONFIDENTIALITY AND PRIVACY

Section 8.05 Confidentiality

- (a) Each Party (as the “**Receiving Party**”) shall treat as confidential, appropriately safeguard using a reasonable degree of care, not disclose to any third parties, and not use for any purpose other than as required to carry out its duties under this Agreement, all information obtained from any other Party (as the “**Disclosing Party**”) that is marked as confidential at the time of disclosure or, if not so marked, which a reasonable person would identify as being of a confidential nature given the type of information and circumstances of its disclosure (“**Confidential Information**”), provided that the definition of Confidential Information does not include information that Receiving Party can substantiate based on cogent and reliable evidence:
 - i) was already known to the Receiving Party prior to receipt from the Disclosing Party;
 - ii) was or is disclosed to the Receiving Party by a third party who had a right to make such disclosure; or
 - iii) is at the time of disclosure, or becomes, part of the public domain other than as a consequence of a breach by Receiving Party of its obligations herein.
- (b) Notwithstanding any other provision in this Agreement, the Receiving Party will be permitted to disclose Confidential Information as required to comply with an obligation to disclose pursuant to an applicable statute or a judicial or government order, provided that the Receiving Party must (i) minimize the scope of disclosure to that which is required by such legal requirement to disclose; and (ii) provide the Client prompt notice upon becoming aware of the legal requirement to disclose, except where the legal requirement itself does not permit such notice.

- (c) The Receiving Party acknowledges and agrees that a breach of the obligations of confidentiality and non-disclosure herein could cause the Disclosing Party irreparable harm for which damages may not adequately compensate; and, therefore, in the event of a breach of such obligations, the Disclosing Party may seek a court order for an injunction or other equitable relief, and the Receiving Party shall not oppose any such application on the basis that damages alone would be a satisfactory or sufficient remedy.

Section 8.06 Privacy

In performing its rights and obligations under this Agreement, each Party shall comply with all applicable data privacy and security laws.

ARTICLE 9 DATA SHARING

Where the SOW states that JHA will share with Organization usage metrics regarding Authorized Users' access and use of the Baycrest@Home Platform and Baycrest@Home Content (the "**Metrics Data**"), Organization's access, use and disclosure of such Metrics Data is subject to the terms of this Agreement, including any related terms in the SOW.

ARTICLE 10 LIABILITY AND INDEMNITY

Section 10.01 Assumption of Risk

The Organization freely accepts and assumes the risk and the possibility of personal injury, illness, death, property damage or loss, however caused, that may be incurred as a result of use by the Organization or its Authorized Users of the Baycrest@Home Platform or Baycrest@Home Content.

Section 10.02 Disclaimers

- (a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BAYCREST@HOME PLATFORM, BAYCREST@HOME CONTENT, BAYCREST@HOME INTELLECTUAL PROPERTY, AND METRICS DATA ARE PROVIDED ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS AND JHA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OR ERROR-FREE OPERATION, AS APPLICABLE.
- (b) IN NO EVENT WILL JHA OR BCGC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE BY ORGANIZATION OR ITS AUTHORIZED USERS OF THE BAYCREST@HOME PLATFORM, BAYCREST@HOME CONTENT, METRICS DATA OR BAYCREST@HOME INTELLECTUAL PROPERTY, EVEN IF JHA AND/OR BCGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10.03 Release of Liability and Waiver of Claims

In consideration of the access to the Program Materials and the licenses granted to the Organization in accordance with this Agreement, the Organization agrees to waive, release and forever discharge the Indemnitees (defined below) of and from any and all liability for any claims, suits, demands, actions, damages, losses, judgments and costs (including legal fees) (hereafter referred to as “**Claims**”), which the Organization or its Clients, Staff or Authorized Users have or may have in the future that might arise out of, or relate to participation in any activities involved in the Baycrest@Home Platform or Baycrest@Home Content, or the collection, use or disclosure of Personal Information, notwithstanding that same may have been contributed to or occasioned by the negligence of BCGC, JHA or any of the persons or entities listed herein.

Section 10.04 Indemnification

The Organization shall defend, indemnify and hold harmless BCGC, JHA, their financial supporters and contributors, and their respective directors, officers, employees, agents, contractors, faculty and volunteers (collectively the “**Indemnitees**”) from and against all damages, liability, costs and losses that the Indemnitees may sustain, including legal fees on a substantial indemnity basis, as well as any claims, legal proceedings and lawsuits that may be brought against the Indemnitees, for property damage, personal injury (including death), or otherwise, to the extent caused by or arising out of (i) access and/or use by Organization or its Authorized Users of the Baycrest@Home Platform and/or Baycrest@Home Content and/or Metrics Data and/or Baycrest@Home IP; (ii) breach of this Agreement by the Organization or its Staff or Clients; (iii) breach of the Terms of Use by any Authorized User; or (iv) Organization’s negligence or willful misconduct in connection with this Agreement or any matters related thereto.

Section 10.05 Insurance

The Organization shall arrange and maintain in full force and effect during the Term of this Agreement and thereafter for the period of any surviving terms hereof, at its own cost and expense, a policy or policies of comprehensive general liability insurance and professional liability insurance with coverage limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the annual aggregate. Upon request, the Organization shall promptly deliver certificates of insurance to JHA and BCGC showing the aforementioned coverages.

ARTICLE 11 GENERAL

Section 11.01 Notices

- (a) Any notice or demand to be given to any Party to this Agreement shall be in writing and shall be either: (i) personally delivered; (ii) sent by first class mail, postage prepaid; or (iii) sent by email.

(b) Any notice given shall be sent to the intended recipient at its address as follows:

if to JHA or BCGC:

Address:

Baycrest Health Science,
3560 Bathurst Street,
North York, Ontario M6A 2E1
Attn: Baycrest@Home

Email: info@baycrestathome.ca

if to the Organization:

Address:

City of Kitchener
200 King Street West, Kitchener, Ontario

Email: Bethany.Pearce@kitchener.ca

- (c) Any Party may from time to time change its address by written notice to each other Party given in accordance with the provisions of this Section.
- (d) Any notice given by personal delivery shall be deemed to have been received on the date of delivery. Any notice given by first class mail shall be deemed to have been received on the fourth Business Day following the date of mailing. Any notice given by email shall be deemed to have been received on the first Business Day following the date of transmission.

Section 11.02 No Assignment

No Party may assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Parties.

Section 11.03 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon each Party and its successors and permitted assigns.

Section 11.04 French Language

The Parties have required that this Agreement and all documents and notices relating to this agreement be drawn up in the English language. *Les Parties aux présentes ont exigé que le présent contrat et toutes autres, documents ou avis afférents aux présentes soient rédigés en langue anglaise.*

Section 11.05 Entire Agreement; Amendments.

This Agreement constitutes the entire Agreement between the Parties pertaining to its subject

matter and supersedes all prior and contemporaneous Agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in relation thereto. This Agreement may only be modified by a written amendment executed by an authorized signing authority of both Parties.

Section 11.06 Relationship of Parties.

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between any of the Parties.

Section 11.07 Extended Meanings.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders.

Section 11.08 Headings.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.

Section 11.09 References.

References to a specified Section or Schedule shall be construed as references to that specified Section of or Schedule to this Agreement unless the context otherwise requires.

Section 11.10 Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and shall be treated in all respects as an Ontario contract. The Parties submit to the exclusive jurisdiction of the courts of Ontario in the City of Toronto with respect to any dispute, claim or other matter arising under this Agreement and the courts of Ontario shall have exclusive jurisdiction with respect to any such dispute, claim or other matter.

Section 11.11 Business Day.

In the event that any action to be taken under this Agreement falls on a day which is not a Business Day, then such action shall be taken on the next succeeding Business Day.

Section 11.12 Currency.

Unless otherwise specified, the word dollar and the \$ sign refer to Canadian currency.

IN WITNESS OF WHICH the parties have signed and delivered this Agreement, and have the authority to bind the respective corporations.

THE JEWISH HOME FOR THE AGED

Per: _____

Name: William E. Reichman, MD

Title: Chief Executive Officer, Jewish Home for the Aged
I have authority to bind the corporation.

City of Kitchener

Per: _____

Name:

Title:

I have authority to bind the corporation.

Schedule “A”
Statement of Work (SOW)

This SOW is made subject to, and in accordance with, the terms of the Agreement. This engagement is part of a project supported by the Community Services Recovery Fund to help community organizations serving older adults to explore sustainable and effective ways to make virtual content available to their local clients, including leveraging Baycrest@Home’s content and platform.

The Fund represents an investment from the Government of Canada to support community service organizations, including charities, non-profits and Indigenous governing bodies, as they adapt and modernize their organizations. Especially in the wake of the Covid-19 pandemic, community service organizations are playing a key role in addressing complex social problems faced by many communities across Canada. As these organizations work to support recovery in their communities, the Fund is intended to help them adapt and modernize their operations to grow their support in communities.

During the pandemic, when in-person services for older adults was halted, the potential for virtual channels to improve service accessibility and meet the needs of older adults was clearly demonstrated. With the return to pre-Covid service obligations, the ability to continue to support both virtual and in-person services has proven to be difficult. Baycrest@Home, as a program dedicated to the creation and support of virtual content and services designed for older adults, believes there is potential to sustainably scale an approach combining centralized virtual resources with local community presence.

The goal of this initiative is to work with community-based organizations to explore models of collaboration between Baycrest@Home and community based organizations, supplying access to virtual content and supports with community organizations providing client engagement and representing local needs and preferences.

It is in this context that the JHA will provide the Organization with access to it’s Platform, and the Organization will participate in the program by assisting with local recruitment, service evaluation, and participate in a project working group.

1. Baycrest@Home Individual/Group Accounts:

Starting on the first day of July, 2023, JHA will provide Organization with:

Baycrest@Home Individual Accounts, and

Baycrest@Home Group Accounts, to be issued to Organization’s Authorized User(s).

Total Cost of Accounts: \$0

Organization will provide JHA with the names of the individuals who will register for login credentials to such accounts and advise JHA promptly of any updates to that list (additions or subtractions). JHA will use this list to coordinate payment for such accounts by Organization on behalf of such Authorized Users.

Organization may:

(a) upon written notice to JHA, increase the number of Baycrest@Home Individual Accounts and/or Baycrest@Home Group Accounts being paid for by Organization hereunder (which increase will take effect as of the next monthly billing cycle after such notice is received); and/or

(b) upon at least thirty (30) days’ written notice to JHA, decrease the number of Baycrest@Home Individual Accounts and/or Baycrest@Home Group Accounts being paid for by Organization hereunder (which decrease

will take effect as of the next monthly billing cycle after such notice is received).

In accordance with Section 3(g) of the Agreement, the following terms are applicable to the provision of any Baycrest@Home Group Accounts:

In addition to the rights granted in the Terms of Use to an individual account holder of a Baycrest@Home Group Account to access and use the Baycrest@Home Platform and Baycrest@Home Content for the individual's own personal use, Baycrest may direct such individual account holder to display Baycrest@Home Content through such Baycrest@Home Group Account on Organization's behalf for use by individuals in a group setting within Organization's Site; and JHA grants Organization a non-exclusive, royalty-free right to display the Baycrest@Home Content at its Site in this manner and for this sole purpose, subject to the terms of the Agreement, and provided, further, that (a) Organization shall not charge the individuals attending such group setting a fee for their access and use of the Baycrest@Home Content, (b) Organization shall not permit any individual attending such group setting to record the Baycrest@Home Content in any manner, and (c) for clarity, any individual attending such group setting is deemed an Authorized User, including, for emphasis (but not limited to), with respect to Article 10 (Liability and Indemnity) of the Agreement.

2. Additional Services

JHA will provide the Organization with the following services at no cost to the organization:

- Curated list of programs identified for their population for the pilot period or the term of this agreement
- Access to Caregiver 101, an educational service designed for family caregivers looking after a person with dementia

3. Organization responsibilities:

a. Client recruitment:

The Organization is responsible for recruiting staff and eligible clients into the pilot program.

b. Assist with project evaluation:

The Organization is responsible for assisting with overall project evaluation.

- Utilization of virtual programming by members
- Develop and disseminate the pre/post surveys, as needed

c. Participate in Project Working Group

The Organization is responsible for participating in the Project Working Group, to provide updates and feedback on the service and project activity, sharing emerging best practices with other project participants, and contribute ideas and information that will support the sustainability of the program once the funding period has been completed. See Working Group terms of reference for additional details.

Schedule “B”

Baycrest@Home Mark

Any additional marks as permitted by BAYCREST@HOME in writing from time to time.

Schedule “C” – Not Applicable

Hardware

JHA will provide the following hardware to Organization upon the terms set out below:

JHA hereby grants to Organization a non-exclusive, royalty-free right to use the tablets, with the right to sublicense this right to an Authorized User, solely for the purpose of accessing the Baycrest@Home Platform and Baycrest@Home Content while such Authorized User has active login credentials to a Baycrest@Home Individual Account or a Baycrest@Home Group Account that is being paid for by Organization hereunder. Upon (a) termination of any such account in accordance with the terms of this Agreement; or (b) Organization ceasing to pay for any such account in accordance with the terms of this Agreement; Organization shall promptly arrange for the return of the tablet that was issued to the Authorized User registered to such account. Organization shall be responsible for the cost of repairing (or replacing if repair is not feasible in JHA’s discretion) any damage to a tablet, normal wear and tear excepted.

