

CFHI – MOMENTUM CHALLENGE OFFICIAL TERMS AND CONDITIONS

1. ABOUT CFHI:

The Canadian Foundation for Healthcare Improvement (“**CFHI**”) is a not-for-profit organization funded by Health Canada. CFHI supports partners to accelerate the identification, spread and scale of proven healthcare innovations. CFHI works to improve health and care for everyone in Canada. The views expressed herein do not necessarily represent the views of Health Canada.

2. CHALLENGE STREAMS:

For the purposes of the *CFHI Momentum Challenge* (the “**Challenge**”), CFHI is challenging healthcare innovators who have recently completed improvement programs with CFHI to accelerate their work by sustaining and increasing their gains, and reaching more people, in one of three (3) program streams (each, a “**Stream**” and collectively, the “**Streams**”): (i) INSPIRED scale collaborative (“**INSPIRED**”); (ii) Connected Medicine collaborative (“**Connected Medicine**”); or (iii) New Brunswick Appropriate Use of Antipsychotics collaborative (“**NB-AUA**”).

3. CHALLENGE INDICATORS:

For the purposes of the Challenge, each Stream will have select indicators (each, an “**Indicator**” and collectively, the “**Indicators**”) designed to help measure improvement and sustainability over time to the applicable Stream. All streams will report on patient/population reach through relevant indicators. Participants will be required to submit their baseline indicator measures and measurement method(s). Awards will be based on: (1) consistent measurement of the Indicators per reporting requirements (2) improvements in the Indicator(s) measured; and, (3) improvements in total patient/population reach – as per the reporting requirements outlined in Section 8.

Teams from all three (3) streams will participate in the Challenge together, including challenge activities and competing for monetary/non-monetary awards as a collective. Teams, however, in each of the three (3) Streams will be required to report on indicators specific to their work, including reporting on patient/population reach under the specific requirements outlined in Section 8.

4. ELIGIBILITY OF TEAMS, TEAM LEADERS, SITES, SITE LEADERS AND TEAM MEMBERS:

Teams and Team Leaders:

For the purposes of the Challenge, a team (a “**Team**”) must be created and registered on the Challenge portal (<https://challenge-defis.cfhi-fcass.ca> – the “**Portal**”) by an individual who is designated as the Team’s leader (a “**Team Leader**”). The Team Leader will: (a) be the primary point of contact for CFHI and for Team Members throughout the Challenge; (b) act as coordinator for the team’s activities (including, but not limited to, data submission before the appropriate deadlines, cooperation in any verification process and Award distribution); (c) be responsible for the Team’s Registration and ensuring that all Sites, Site Leaders and required Team Members register to the Portal in accordance with these Terms; and (d) agree to receive correspondences on behalf of the Team at the email address provided at Registration, which serves as the primary mechanism through which CFHI communicates with the Team. Each Team Leader is required to register and identify a minimum of one (1) Team Member (as defined below) who is: (a) a senior officer or director from the Team’s organization, demonstrating endorsement; and (b) a patient and/or family representative, involving those who experience and need care.

To be eligible, a Team Leader must: (a) be a resident of Canada; (b) have reached the legal age of majority in his/her province or territory of residence; (c) have the authority and permission from each Site (as defined below) and Team Member (as defined below) associated with his/her Team to register any such Site (as defined below) and Team Member (as defined below) for the Challenge as part of his/her Team; (d) not be ineligible to participate in accordance with the exclusions in Section 5; and (e) agree to be legally bound by these Official Terms and Conditions (the “**Terms**”) and to any other required documentation as contemplated in these Terms.

Sites and Site Leaders:

For the purposes of the Challenge, a Site (a “**Site**”) must consist of a healthcare organization that have recently completed improvement programs with CFHI as described in Section 2, above. To qualify for the Challenge, a Site must designate one (1) individual (a “**Site Leader**”) who must: (a) be a regulated healthcare provider licensed to practice in Canada; a representative of a healthcare organization that delivers the services of regulated health providers in Canada; a representative of a healthcare organization that provides publicly funded healthcare services in Canada; and/or a representative of a public or private organization and/or charitable or non-profit organization providing health and social care related services in Canada.

Further, the Site Leader must: (a) be a resident of Canada; (b) have reached the legal age of majority in his/her province or territory of residence; (c) not be ineligible to participate in accordance with the exclusions in Section 5; (d) agree to be legally bound by these Terms and to any other required documentation as contemplated in these Terms; and (e) have the authority and permission to: (i) legally bind the Site to these Terms and to any other required documentation as contemplated in these Terms; and (ii) submit any Data (as defined below in Section 8) to CFHI on behalf of the Site to CFHI for the purposes of administering the Challenge in accordance with these Terms.

Team Members:

A Team Leader can also invite other individuals to participate on his/her Team (each a “**Team Member**” and collectively the “**Team Members**”) – provided each such Team Member: (a) is a resident of Canada; (b) has reached the legal age of majority in his/her province or territory of residence; (c) agrees to be listed on the Portal as a member of the Team; (d) is not ineligible to participate in accordance with the exclusions in Section 5; and (e) agrees to be legally bound by these Terms and to any other required documentation as contemplated in these Terms.

An individual may be a Team Member on more than one Team. There is no limit to the number of Team Members on a Team.

5. ADDITIONAL ELIGIBILITY RULES:

Excluded from Participating – Individuals:

For the purposes of this Challenge, an individual is not eligible to participate if: (a) he/she is a director, officer, employee, representative or agent of CFHI, its associated and affiliated entities, Award suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration, judging or fulfillment of the Challenge (collectively, the “**Challenge Parties**”); and/or (b) he/she does not otherwise satisfy the requirements set forth in these Terms (as determined by CFHI in its sole and absolute discretion).

Excluded from Participating – Sites:

For the purposes of this Challenge, a Site is not eligible to participate if it: (a) is located outside of Canada; and/or (b) is a department or agency of the Federal Government of Canada; and/or (c) does not otherwise satisfy the requirements set forth in these Terms (as determined by CFHI in its sole and absolute discretion).

Verification:

CFHI reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to CFHI) for the purposes of verifying eligibility to participate in the Challenge. Failure to provide such proof to the complete satisfaction of CFHI within the timeline specified by CFHI may result in disqualification in the sole and absolute discretion of CFHI.

Further, CFHI reserves the right, in its sole and absolute discretion at any time, to disqualify any Team, Site, Team Leader, Site Leader and/or Team Member – including, but not limited to, if, for example, CFHI determines that the Team, Site, Team Leader, Site Leader and/or Team Member (as applicable) to participate in (or continue to participate in) the Challenge could bring CFHI into public disrepute or in any way impact the good standing or reputation of CFHI in the eyes of the general public. CFHI’s decisions on all matters arising in this regard shall be final and binding without right of appeal.

At CFHI’s sole and absolute discretion, a Team may be required to submit video demonstrations during the Challenge to validate adherence to these Terms. Demonstration videos (or equivalent, as designated by CFHI) must meet the requirements deemed to be appropriate by CFHI based on the circumstances.

ANY INDIVIDUAL OR ENTITY DEEMED BY CFHI TO BE IN VIOLATION OF CFHI’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF CFHI AT ANY TIME.

Conflicts of Interest:

By participating in the Challenge, each Team Leader, Site Leader (on his/her own behalf and on behalf of his/her Site) and Team Member is signifying his/her agreement that he/she has read and understands CFHI’s [Conflict of Interest Policy](#) (including, but not limited to, rules regarding the eligibility of CFHI employees, directors, registrants and agents). Sites from which any members of CFHI’s Board of Directors, or Foundation agents or employees, receive remuneration are eligible to participate in the Challenge. All participants must fully disclose any relationship with members of CFHI’s [Board of Directors](#).

6. TEAM REGISTRATION:

Registration will open on April 2, 2019 at 12:00:00 p.m. Eastern Time (“**ET**”) and close on May 23, 2019 at 2:00 p.m ET (the “**Registration Period**”). Each Team Leader will be required to complete the registration process for his/her Team through the Portal (the “**Registration**”). In addition to any other information specified on the Portal, the Team Leader will be required to submit the:

- name and contact information of the Team Leader;
- name and contact information of each Site and its Site Leader that will be associated with the Team, if applicable;
- name and contact information of each required Team Member that will be associated with the Team, appropriately identifying (a) a senior officer or director within the Site, demonstrating endorsement; and (b) a patient and/or family representative;
- Stream applicable to the Team; and,
- person or organization (business name) who will receive Awards (as defined in Section 10) if successful.

Once registered to the portal, the Team must meet the following criteria by providing the required information in order to be eligible to qualify for challenge awards:

- a description of the current: (a) intervention(s) or care pathway(s) if different from those identified in the final report submitted to CFHI at the end of the improvement collaborative for one of INSPIRED, Connected Medicine or NB-AUA, effectively representing those components key to achieving continued improvements in the applicable Indicator(s) and increase patient/population reach;
- a description of the measurement and reporting methods, with commitment to quarterly, anonymized, reporting; and,
- the Baseline Data and target; and (target) Patient/Population Reach (as defined and detailed below in Section 8).

After all required information has been submitted through the Portal by the Team Leader, the Team will be registered in the Challenge (subject to the verification and approval of CFHI in its sole and absolute discretion).

7. CHANGES TO TEAM COMPOSITION AFTER REGISTRATION:

After completing the Team’s registration in accordance with Section 6, the Team Leader will be permitted to make the following changes to the composition of his/her Team throughout the Challenge through the Portal:

- Add new Team Members – provided any such new Team Members satisfy the eligibility requirements as set-forth in these Terms;
- Remove Team Members;
- Add new Sites – provided any such new Sites satisfy the eligibility requirements as set-forth in these Terms; and/or
- Remove Sites.

In addition, a Team Leader may assign his/her designation as Team Leader to another Team Member or Site Leader – provided that such Team Member or Site Leader (as applicable) satisfies the eligibility requirements to become a Team Leader as set-forth in these Terms.

8. REPORTING DATA:

Baseline Data:

Each Team will be required to provide baseline data (the “**Baseline Data**”) in relation to any Indicator(s) associated with the Team’s registration. Baseline Data will be based on the data for up to 10 months immediately preceding the month of registration. For the avoidance of any doubt, this means teams registering in April 2019 will be required to submit Baseline Data for up to and including the months of June 2018 through to March 2019.

Baseline Data must include:

- Current outcomes as they relate to the selected Stream, measured and reported per the method provided at Registration (entered for each month), as well as the predicted target per month;
- Current patients/populations reached vis-à-vis the intervention(s) and/or care pathways described at Registration (entered as a qualitative statement describing the population to be reached and a target number (#) expected to be reached per month).

Reported Data:

Based on the Stream and Indicators associated with the Team’s Registration, each Team will be required to track and submit the core measures of improvement outlined below in Table 1 (the “**Reported Data**”) in accordance with the reporting schedule set-forth in Table 2. All Reported Data must be submitted by the Team Leader through the Portal. In the event a Team fails to submit Reported Data in accordance with these Terms, the applicable Data will not be counted towards an award and the Team will still be required to report once available for the purposes of calculating potential future awards.

Table 1: Reported Data

| Stream | Outcomes/Indicators <i>To be defined by the Team at Registration by providing (1) measurement method (2) commitment to consistent measurement over the course of the Challenge:</i> | Reach Indicators <i>Target patient/population reach to be provided at registration – a qualitative statement describing the population to be reached; population may include caregivers, for example, as the target to be reached</i> |
|---------------------------|---|---|
| INSPIRED | <ul style="list-style-type: none"> • Monthly average patient-reported change in self-management (<i>indicator and associated data collection instrument to be defined by team</i>) | <ul style="list-style-type: none"> • Number of patients enrolled per month |
| Connected Medicine | <ul style="list-style-type: none"> • Percentage of appropriately avoided face-to-face specialist visits (Number of remote consults where Primary Care Provider states that referral was originally contemplated but now avoided at this stage, out of total remote consults) | <ul style="list-style-type: none"> • Monthly remote consult volumes (Number of unique consult requests logged by remote consult service, per month) |
| NB AUA | <ul style="list-style-type: none"> • Number of residents (facility- and/or site-wide) reduced or discontinued on antipsychotics without proper diagnosis (do not have diagnosis of schizophrenia, Huntington’s chorea; not experiencing negative hallucinations or delusions; are not end-stage disease or receiving hospice care) | <ul style="list-style-type: none"> • Number of residents who have been considered for deprescribing (facility- and/or site-wide, for example through a medication review) |

Table 2: Reported Data Submission Schedule

| Reporting Period (Full Months) | Submission Deadline (3:00 p.m. ET) | Reported Data |
|---------------------------------------|---|--|
| April - June 2019 (Q1) | July 31, 2019 | 1. Outcomes (Apr-Jun) 2. Patient/Population Reach |
| July - September 2019 (Q2) | October 31, 2019 | 1. Outcomes (Jul-Sep) 2. Patient/Population Reach |
| October - December 2019 (Q3) | January 31, 2020 | 1. Outcomes (Oct-Dec) 2. Patient/Population Reach |
| January - March 2020 (Q4) | April 30, 2020 | 1. Outcomes (Jan-Mar) 2. Patient/Population Reach |

All Baseline Data and Reported Data (collectively, “**Data**”) is subject to verification and audit in accordance with Section 9.

9. VERIFICATION AND AUDIT OF DATA:

CFHI may verify, or appoint an auditor to verify, any Data provided to help ensure compliance with these Terms at any time and for any reason. If any Data cannot be verified to the complete satisfaction of CFHI, then the applicable Team Leader will be informed accordingly and will have three (3) business days to address the issue to the complete satisfaction of CFHI. When addressing an issue relating to Data, CFHI will determine, in its sole and absolute discretion, the appropriate course of action – which may include, but is not limited to, disqualifying the Team in question from the Challenge, or taking whatever other action CFHI deems to be appropriate in the circumstances by exercising all rights and remedies permitted by law.

10. AWARDS:

For the purposes of this Challenge, there will be a total of \$225,000 CAD in awards (each, an “Award” and collectively the “Awards”) available to be earned in accordance with these Terms. The amount of each Award is set forth in Section 11 of these Terms.

IMPORTANT NOTE: There is no limit to the number of Awards a Team may earn in accordance with these Terms. However, a Team must achieve a minimum threshold (the “Threshold”) in order to be eligible to receive an Award. The Threshold applicable to each Award is as set forth in Section 11 of these Terms.

Once confirmed by CFHI in accordance with these Terms, Awards will be deposited into an account designated by the Team Leader at Registration. The account must: (a) reside at a Canadian financial institution; (b) be an interest-bearing account; and (c) be in the legal name of the Team Leader (or associated Business Name) or Site, as provided at Registration.

The Team Leader will be solely responsible for the administration and disbursement of any and all Awards. CFHI will not intervene in any decision(s) and/or dispute(s) regarding the allocation of an Award among individuals and/or entities who may or may not have participated as part of the Team in the Challenge.

All Awards provided by CFHI pursuant to this Challenge are inclusive of all applicable taxes.

11. AWARD DETERMINATION PROCESS:

Challenge Kick-off Awards:

Upon successful Registration, qualifying Teams can submit a video (a “Video”) by May 23, 2019 at 2:00pm ET that introduces their Team Leader, patient and/or family representative and senior officer or director (as set-out in Section 4) endorsing the work, and demonstrates: (a) their current work underway relevant to their selected Stream; and (b) their intended aim and anticipated outcomes pursuant to their participation in the Challenge.

Videos must meet the following requirements:

- be a maximum of three minute and submitted in MP4 file format;
- demonstrate that their current and intended work falls within their selected Challenge Stream;
- describe the intervention(s) or care pathway(s) (as set-out in Section 6) in enough detail that viewers will understand its merit or potential merit; and
- include accounts from at least two users (either providers, patients/residents, and/or informal caregivers) about how the intervention(s) or care pathway(s) (as set-out in Section 6) has affected, or will affect, his/her experience as a patient/caregiver or his/her practice as a clinician. They must be explicitly identified by name and/or role in the video.

Recipients of the Challenge Kick-off Awards will be selected by a panel of judges (the “Judges”) appointed by CFHI. Videos will be scored based on the following weighted criteria: (1) having met the specifications and requirements above (50%); and (2) creativity/originality (50%). Each Video will be given a score by the Judges (the “Video Score”). In order to be eligible for a Challenge Kick-off Award, the Video must achieve a Threshold Video Score of at least 75% (as determined by the Judges in their sole and absolute discretion). Recipients of the Early Innovator Awards will be determined as follows:

| Stream | Ranking Based on Video Submission requirements | Challenge Kick-off Award (CAD) |
|--|--|--------------------------------|
| INSPIRED and Connected Medicine and NB-AUA | Top 10 Video Scores that meet the Threshold Video Score – regardless of Stream | \$1,000 |
| TOTAL | | \$10,000 |

Odds of being selected depend on the number and calibre of eligible Videos submitted and received that satisfy the Threshold Video Score. In the event of a tie between two (2) or more eligible Videos based on Video Score, the Team associated with the Video – from amongst all such eligible Videos that are tied – with the earliest date having qualified for the Challenge will be selected as the eligible recipient of the applicable Challenge Kick-off Award.

Mid-Term Challenge Awards:

Starting on or about November 1, 2019 at 2:00pm ET, CFHI will calculate, in its sole and absolute discretion based on the Data submitted in accordance with these Terms, the Team’s mid-term score (the “Mid-Term Score”) based on the combination of: (a) the Team’s change between its Baseline Data and its Reported Data (up to and including the Reported Data for September 2019 – Q1 and Q2); and (b) the Teams’ change in patient/population reach, as determined by the Team’s Reported Data from baseline to September 30, 2019 and against their target as set out at Registration. In order to be eligible for a Mid-Term Challenge Award, the Team must achieve a Threshold Mid-Term Score of at least 75% (as determined by CFHI in its sole and absolute discretion). If, in relation to any Category, there are fewer Teams that satisfy the Threshold Mid-Term Score than there are Mid-Term Challenge Awards available to be received, then fewer Mid-Term Challenge Awards will be awarded accordingly. Recipients of the Mid-Term Challenge Awards will then be determined as follows:

| Stream | Ranking Based on Mid-Term Score | Mid-Term Challenge Award (CAD) |
|--|---|--------------------------------|
| INSPIRED and Connected Medicine and NB-AUA | 1 st Place, 2 nd Place, 3 rd Place | \$10,000 |
| | 4 th Place through 9 th Place | \$5,000 |
| | 10 th Place through 19 th Place | \$2,000 |
| TOTAL | | \$80,000 |

Odds of being selected depend on the number of Teams and the calibre of eligible Teams' performance in the applicable Category. In the event of a tie between two (2) or more eligible Teams in a Category based on Mid-Term Score, the Team associated with the Mid-Term Score – from amongst all such eligible Teams that are tied – with the most available Reported Data will be selected as the eligible recipient of the applicable Mid-Term Challenge Award.

Impact Challenge Awards:

Between December 2, 2019 at 2:00pm ET and February 7, 2020 at 2:00pm ET, Team Leaders can submit a maximum three (3) page report (the “**Report**”) – using the template provided by CFHI with formatting and word count specifications – demonstrating clear and measurable progress of improvements against the Indicator(s) associated with the Team’s Registration, and total patient/population reach. Reports must be in English or French.

In relation to each Stream, a panel of Judges appointed by CFHI will judge each Report on the basis of the following weighted criteria:

| Criteria | Weighting |
|---|---------------------|
| 1. Value for Patients/Providers – How well is the solution (i.e. intervention and/or care pathway) meeting the needs of patients and providers? Is it improving patient experience and/or the quality of care? | 20% |
| 2. System Design and Integration - Is the intervention and/or care pathway well integrated (or what steps are being taken to integrate/embed the intervention/care pathway) in the health system and/or with clinical or other workflow? | 20% |
| 3. Momentum – Has the team demonstrated progress beyond reported data to show how they are continuing to sustain and move further to achieving continued growth through additional spreading and/or scaling their approach to other contexts? | 40% |
| 4. Increase in outcomes measured and patient reach – Has the team demonstrated progress of improvements against their selected indicator(s) and target patient reach? | 20% |
| Total Score | Maximum 100% |

Each Report will be given a score (the “**Report Score**”) by the Judges. In order to be eligible for an Impact Challenge Award, the Report must achieve a Threshold Report Score of at least 75% (as determined by the Judges in their sole and absolute discretion). Odds of being selected depend on the number and calibre of eligible Reports submitted and received that satisfy the Threshold Report Score. The Teams associated with the top nine (9) Reports based on Report Score (as determined by the Judges, in their sole and absolute discretion) will each be eligible to earn an Impact Challenge Award of \$5,000 CAD.

For the avoidance of any doubt, there will be nine (9) Impact Challenge Awards in the Challenge. In the event of a tie between two (2) or more eligible Reports based on Report Score, the Team associated with the Report – from amongst all such eligible Reports that are tied – with the highest score on Criteria 3 (followed in the event of a further tie by Criteria 4, then Criteria 2, then Criteria 1) will be selected as the eligible recipient of the applicable Impact Challenge Award. In the event of an exact tie based on criteria 3, 4, 2 and 1, a new panel of judges will be appointed by CFHI to break the tie in accordance with the preceding procedures.

Overall Challenge Awards:

Starting on or about April 20, 2020 at 11:59pm ET, CFHI will calculate, in its sole and absolute discretion based on the Data submitted in accordance with these Terms, the Team’s overall score (the “**Overall Score**”) based on the combination of: (a) the Team’s improvement between its Baseline Data and its Reported Data (up to and including the Data for March, 2020) and (b) the Team’s change in patient/population reach. Recipients of the Overall Challenge In order to be eligible for an Overall Challenge Award, the Team must achieve a Threshold Overall Score of at least 75% (as determined by CFHI in its sole and absolute discretion). If, in relation to any Stream, there are fewer Teams that satisfy the Threshold Overall Score than there are Overall Challenge Awards available to be received, then fewer Overall Challenge Awards will be awarded accordingly. Recipients of the Overall Challenge Awards will then be determined as follows:

| Category | Ranking Based on Overall Score | Overall Challenge Award (CAD) |
|--|---|-------------------------------|
| INSPIRED and Connected Medicine and NB-AUA | 1 st Place, 2 nd Place, 3 rd Place | \$15,000 |
| | 4 th Place, 5 th Place, 6 th Place | \$10,000 |
| | 7 th Place, 8 th Place, 9 th Place | \$5,000 |
| TOTAL | | \$90,000 |

Odds of being selected depend on the number of Teams and the calibre of eligible Teams' performance in the applicable Category. In the event of a tie between two (2) or more eligible Teams in a Category based on Overall Score, the Team associated with the Overall Score – from amongst all such eligible Teams that are tied – with the most available Reported Data (per Section 8) will be selected as the eligible recipient of the applicable Overall Challenge Award.

12. OTHER AWARD OPPORTUNITIES:

From time to time, CFHI, in its sole and absolute direction, will make available additional monetary and other incentives to Challenge Teams. The details of, as well as the terms and conditions applicable to, any such other opportunities will be made available on the challenge Portal.

13. LICENSE AND INDEMNITY:

In relation to any and all materials submitted to CFHI by a Team in relation to the Challenge (including, but not limited to, the Data and Report) (collectively the “**Submission Materials**”), each Team Leader, Site Leader (on his/her own behalf and on behalf of his/her Site) and Team Member hereby:

- grants to CFHI, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use the Submission Materials, in whole or in part, for administering or promoting the Challenge (including, but not limited to, by posting such information on the Portal);
- waives all moral rights in and to the Submission Materials in favour of CFHI (and anyone authorized by CFHI to use such Submission Materials);
- agrees to release and hold harmless the Challenge Parties and each of their respective agents, employees, shareholders officers, directors, members, agents, successors and assigns (collectively, the “**Released Parties**”) from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the Submission Materials (including, but not limited to, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever);
- further understands, acknowledges and agrees that:
 - CFHI is not considering the Submission Materials in confidence and that CFHI may disclose the Submission Materials in accordance with these Terms and CFHI’s Privacy Policy (<https://www.cfhi-fcass.ca/PrivacyPolicy.aspx>);
 - CFHI is not, and will not be, bound by any confidentiality obligations, unless specifically stated in a written and signed agreement executed with CFHI;
 - CFHI is not admitting that the Submission Materials are novel, proprietary, or original;
 - any Submission Materials, projects or other ideas that submitted to CFHI may be similar or identical to projects, ideas, or other materials that CFHI may already be aware of and/or developed or in the process of developing; and
 - CFHI is not, and will not be, under any obligation with respect to and Submission Materials (including, but not limited to, to pay any compensation or otherwise provide any funding or other form of investment, unless specifically stated in a written and signed agreement executed between with CFHI).

By participating in the Challenge, each Team Leader, Site Leader (on his/her own behalf and on behalf of his/her Site) and Team Member hereby agrees to release, indemnify and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the Submission Materials (including, but not limited to, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CHALLENGE AND/OR AWARDING OF ANY AWARDS.

14. REQUIREMENTS FOR SUBMISSION MATERIALS:

By participating in the Challenge, each Team Leader, Site Leader (on his/her own behalf and on behalf of his/her Site) and Team Member hereby warrants and represents to CFHI that any and all Submission Materials submitted in this Challenge:

- i. are original and/or that all rights have been properly obtained in and to such Submission Materials for the purposes of submitting such Submission Materials in relation to participation in the Challenge;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever (including, but not limited to, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party); and
- v. will not contain, depict, include, discuss or otherwise involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by CFHI in its sole and absolute discretion.

CFHI reserves the right, in its sole and absolute discretion at any time and for any reason, to request a Team Leader to modify, edit and/or re-submit any Submission Materials related to his/her Team in order to ensure that such Submission Materials comply with these Terms, or for any other reason. If such an action is necessary at any point in time, then CFHI reserves the right, in its sole and absolute discretion, to take whatever action it deems necessary based on the circumstances to ensure that the Challenge is being conducted in accordance with CFHI’s interpretation of the letter and spirit of these Terms.

15. COMMUNICATIONS:

CFHI reserves the right to conduct public communications, announcements, events, outreach and promotional activities about the Challenge. Without limiting the generality of the foregoing, where CFHI elects to engage jointly with Teams to conduct public communications, CFHI will give the Team Leader of any such Team ten (10) business days advance notice and advance copies of public communications related to the Challenge unless otherwise agreed upon in writing by both parties.

Teams reserve the right to conduct public communications, announcements, events, outreach and promotional activities about the Team’s participation in the Challenge. Without limiting the generality of the foregoing, where a Team elects to engage jointly with CFHI to conduct public communications, the Team Leader will give CFHI ten (10) business days advance notice and advance copies of public communications related to the Challenge unless otherwise agreed upon in writing by both parties.

Both CFHI and the Team shall receive the appropriate credit and visibility when information about the Challenge is communicated to the public. CFHI’s role in leading the Challenge, providing funding through the Awards and supporting improvements in selected Indicators will be acknowledged through appropriate written, verbal and/or visual identity.

In recognition of the Government of Canada's financial contributions to CFHI, which all Teams acknowledge are used to support this Challenge, both CFHI and the Teams agree the Government of Canada may disclose its role related to the Challenge without consent of any other party.

Notwithstanding anything to the contrary in these Terms, each Team Leader, Site Leader (on his/her own behalf and on behalf of his/her Site) and Team Member acknowledges and agrees that:

- CFHI may share with the Government of Canada copies of any Submission Materials submitted in relation to the Challenge;
- CFHI and/or the Government of Canada may publish the fact that CFHI and/or the Government of Canada contributed to the funding relating to the Challenge;
- All research conducted involving individuals, shall include a research protocol that is consistent with the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans ("**Research Protocol**"); and
- to disclose any information reasonably requested in relation to the Challenge by CFHI, its representatives and/or the Government of Canada, and will do so in a timely manner in the form and format requested.

Further, each Site Leader shall, and shall cause its Site to, maintain and keep appropriate records of all Research Protocol and provide CFHI and/or the Government of Canada with a copy, if requested.

16. GENERAL CONDITIONS:

If a Team who is eligible to receive an Award: (a) fails to have required individuals properly execute and return any documentation mandated by CFHI in its sole and absolute discretion to CFHI within the time frame specified by CFHI; (b) cannot accept (or is unwilling to accept) the Award for any reason; and/or (c) is determined to be in violation of these Terms (all as determined by CFHI in its sole and absolute discretion); then such Team may, in the sole and absolute discretion of CFHI, be ineligible to receive the applicable Award and CFHI reserves the right, in its sole and absolute discretion and time permitting, but does not have the obligation, to select an alternate Team for the applicable Award in accordance with these Terms (in which case the foregoing provisions of this section shall apply to such newly selected alternate Team).

If it is discovered by CFHI (using any evidence or other information made available to or otherwise discovered by CFHI) that any individual and/or entity has attempted to use any means not in keeping with CFHI's interpretation of the letter and/or spirit of these Terms to participate in or to disrupt the Challenge, then such individual and/or entity may, in the sole and absolute discretion of CFHI, be ineligible to participate (or to continue participating). CFHI and the other Released Parties are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Submission Materials (all of which are void).

The Challenge is subject to all applicable federal, provincial, territorial and municipal laws. The decisions of CFHI with respect to all aspects of the Challenge are final and binding on all participants without right of appeal.

ANYONE DEEMED BY CFHI TO BE IN VIOLATION OF CFHI'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON MAY NO LONGER BE CONSIDERED ELIGIBLE TO PARTICIPATE.

The Released Parties will not be liable for: (i) any failure of the Portal or any other portal; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submission Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to any individual's and/or entity's computer(s) or other device(s) related to or resulting from participating in the Challenge; (v) anyone being incorrectly and/or mistakenly identified as an Award recipient or an eligible Award recipient; and/or (vi) any combination of the above.

NO INDIVIDUAL OR ENTITY IS AN AWARD RECIPIENT UNLESS AND UNTIL CFHI OFFICIALLY CONFIRMS SUCH INDIVIDUAL OR ENTITY AS AN AWARD RECIPIENT IN ACCORDANCE WITH THESE TERMS.

CFHI reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to CFHI): (i) for the purposes of verifying the eligibility and/or legitimacy of any Submission Materials and/or other information submitted; and/or (ii) for any other reason CFHI deems necessary, in its sole and absolute discretion, for the purposes of administering the Challenge in accordance with CFHI's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of CFHI within the timeline specified by CFHI may result in the inability to participate (or to continue participating). The sole determinant of the time for the purposes of the Challenge will be the official time keeping device(s) used by CFHI.

CFHI reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to withdraw, amend or suspend the Challenge (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of CFHI that interferes with the proper conduct of the Challenge as contemplated by these Terms (including, but not limited to, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever). Any attempt to undermine the legitimate operation of the Challenge in any way (as determined by CFHI in its sole and absolute discretion) may be a violation of criminal and/or civil laws and should such an attempt be made, CFHI reserves the right to seek remedies and damages to the fullest extent permitted by law. CFHI reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend the Challenge, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

CFHI reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent deemed necessary by CFHI, for purposes of verifying compliance by any participant, Submission Materials and/or other information with

these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of CFHI, in its sole and absolute discretion, affect the proper administration of the Challenge as contemplated in these Terms, or for any other reason.

In the event of any discrepancy or inconsistency between these English Terms and disclosures or other statements contained in any Challenge-related materials, including, but not limited to: the Portal, French version of these Terms, television, print or online advertising and/or any instructions or interpretations of these Terms given by any representative of CFHI; the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, CFHI or any of the other the Released Parties in connection with the Challenge will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to the Challenge. **FOR QUEBEC RESIDENTS ONLY:** *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

17. PRIVACY:

By participating in the Challenge, each Team Leader, Site Leader (on his/her own behalf and on behalf of his/her Site) and Team Member hereby expressly consents to CFHI, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Challenge and in accordance with CFHI's Privacy Policy (available at: <https://www.cfhi-fcass.ca/PrivacyPolicy.aspx>). This section does not limit any other consent(s) that an individual or entity may provide or have provided to CFHI or others in relation to the collection, use and/or disclosure of personal information

18. ETHICS:

It is the responsibility of each individual or entity participating in the Challenge to determine if ethics approval from a research ethics board is required. Team Leaders should identify at the Registration stage if they have determined that ethics board approval is or may be required. If applicable, plans to attain ethics approval must be described and factored into the Registration.

Tri-Council Policy Statement (TCPS2) governs requirements pertaining to research ethics in Canada, distinguishes quality improvement and research, and advises when seeking ethics approval is required.

Article 2.5: "Quality assurance and quality improvement studies, program evaluation activities, and performance reviews, or testing within normal educational requirements when used exclusively for assessment, management or improvement purposes, do not constitute research for the purposes of this Policy, and do not fall within the scope of [research ethics board] review." For more information, please consult the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (2014), the Tri-Agency Framework: Responsible Conduct of Research (2016), TCPS: Section 6: Research Involving Aboriginal Peoples and First Nations Principles of OCAP™ (ownership, control, access, and possession).

For more information about the Challenge, please contact:

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