

Schedule “A” – Definitions

The following words or expressions have the following meanings:

“**AODA**” means *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended.

“**Accessibility**” means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning or design, or both, effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well.

“**AI Scribe Solution**” means the technology components and service that meet or exceed the Specifications that summarizes or transcribes conversations with patients into detailed medical notes for Clinicians.

“**Amending Agreement (Non-OPS Entity)**” means an agreement, in the form set out in Appendix “F”, between a Non-OPS Entity and the Vendor that amends the Non-OPS Terms set out in Schedule “E” of the Framework Agreement as it relates to purchases by that Non-OPS Entity from the Vendor under the Vendor of Record Arrangement.

“**Authorities**” and “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Framework Agreement or any applicable Purchasing Document.

“**Bid**” means all the documentation submitted by the Vendor in response to the RFB.

“**Bidder**” means a legal entity that submits a Bid in response to the RFB.

“**Business Continuity Plan**” means the Vendor’s business continuity plan, which includes a business continuity management and disaster recovery framework, as described in Schedule “B” (Deliverables) of the Framework Agreement.

“**Business Day**” means any working day, Monday to Friday inclusive, but excluding public holidays as defined in the *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended and any other day which:

- (a) in respect of the Framework Agreement, Supply Ontario has elected to be closed for business; and
- (b) in respect of any Purchasing Document, the Buyer has elected to be closed for business.

“**Buyer**” means an OPS Entity or Non-OPS Entity, as the context requires.

“Buyer Data” means all data, works and materials: (a) uploaded to or stored on any technology forming part of the Deliverables, by the Buyer or any Clinician; (b) transmitted by any technology forming part of the Deliverables at the instigation of the Buyer or any Clinician; (c) supplied by the Buyer or Clinician of the Deliverables to the Vendor for uploading to, transmission by or storage on any technology forming part of the Deliverables; or (d) generated by any technology forming part of the Deliverables as a result of the Buyer’s or any Clinician’s use of the Deliverables.

“Buyer Intellectual Property” means all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information, and materials, however recorded, (including images and data) provided by the Buyer to the Vendor under a Purchasing Document.

“Buyer Representative” means the individual or title holder designated by the Buyer as the Buyer’s representative as set out in the Purchasing Document.

“CJA” means the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended.

“Clinician” means a health care provider who is regulated under the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, as amended, and who is a user of the AI Scribe Solution.

“Commercial Envelope” means Section 3 of the RFB, as set out on the Ontario Tenders Portal eTendering System.

“Confidential Information” means, for the purpose of the main body of the Framework Agreement, all information that is of a confidential nature, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the receiving party of the information. For greater certainty, Confidential Information shall:

- (a) include: (i) all new information derived at any time from any such information whether created by Supply Ontario, a Buyer, the Vendor or any third-party; (ii) all information (including Personal Information) that Supply Ontario or an applicable Buyer is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but
- (b) not include information that: (i) is or becomes generally available to the public without (1) fault on the part of the receiving party or (2) breach of any duty of confidentiality owed by the receiving party to the disclosing party; (ii) the receiving party can demonstrate to have been rightfully obtained by the receiving party, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the receiving party free of any obligation of confidence; (iii) the receiving party can demonstrate to have been rightfully known to or in the possession of the receiving party at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the receiving party; but the exclusions in this subparagraph shall in no way limit the meaning of

Personal Information or the obligations attaching thereto under the Framework Agreement, an applicable Purchasing Document or at law.

For certainty, the definition of “Confidential Information” for the purposes of Schedule “I” (Mandatory Provisions Schedule) of the Framework Agreement and Purchasing Documents is set in Schedule “E” (Non-OPS Entity Terms) of the Framework Agreement.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFB process, a Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Bid that is confidential and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFB process including the giving of a benefit of any kind, by or on behalf of a Bidder to anyone employed by, or otherwise connected with, Supply Ontario; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or
- (b) in relation to a second stage selection process, the Vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its submission that is confidential and not available to other vendors; (ii) communicating with any person with a view to influencing preferred treatment in the second stage selection process including the giving of a benefit of any kind, by or on behalf of the Vendor to anyone employed by, or otherwise connected with, the Buyer; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the second stage selection process and render that process non-competitive and unfair; or
- (c) in relation to the performance of its contractual obligations, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Deliverable” and **“Deliverables”** means the AI Scribe Solution and any other products and services (including Onboarding, Training and Technical Support and Transition Services) described in Schedule “B” (Deliverables) of the Framework Agreement that have been or will be created, developed, generated, prepared, produced or provided in the course of performing under an applicable Purchasing Document, or agreed to be provided under an applicable Purchasing Document, by the Vendor or any of the Vendor’s Personnel, as may be further described in a Purchasing Document.

“Direct Deposit” means the electronic transfer of funds by a Buyer to the financial institution identified by the Vendor.

“Direct Deposit Protocols” means:

- (a) in respect of a Buyer that is an OPS Entity, the protocols set out at [Doing Business with Ontario](#), which may be amended from time to time as required by Ontario; and
- (b) in respect of a Buyer that is a Non-OPS Entity, the protocols that may be communicated to the Vendor by the Buyer.

“Dispute” means any dispute or disagreement between Supply Ontario and the Vendor in connection with the interpretation or operation of the Framework Agreement, or any breach thereof, whether actual, alleged or anticipated.

“Documentation” means the documentation related to the AI Scribe Solution, including any documentation made accessible by the Vendor on its website (including manuals) and any documentation provided as part of Onboarding and Training and Technical Support.

“Employer” means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, contractor or subcontractor to perform work or supply services.

“FAA” means *Financial Administration Act*, R.S.O. 1990, c. F-12, as amended.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

“Fiscal Year” means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year.

“FOI Legislation” means FIPPA and/or MFIPPA, as the context requires.

“Framework Agreement” means the aggregate of: (a) the main body of this document; (b) the schedules identified in section 2.01 (Schedules) of the Framework Agreement; (c) the Bid; and (d) any amendments executed in accordance with the terms of the main body of this document.

“Framework Agreement Effective Date” means the date set out in the Framework Agreement Details.

“Framework Agreement Expiry Date” means the date set out in the Framework Agreement Details or, if the original term is extended, the final date of the extended term or terms.

“Framework Agreement Term” means the period of time from the Framework Agreement Effective Date up to and including the earlier of: (i) the Framework Agreement Expiry Date or (ii) the date of termination of the Framework Agreement in accordance with its terms.

“HRC” means *Human Rights Code*, R.S.O. 1990, c. H.19, as amended.

“HST” means Ontario Harmonized Sales Tax.

“Indemnified Parties” means each of the following and their directors, officers, advisors, agents, appointees and employees: (i) in respect of the Framework Agreement, Supply Ontario; (ii) in respect of Purchasing Documents, Buyers (and where the Buyer is Ontario, includes the members of the Executive Council of Ontario), including Clinicians; along with any and all permitted assignees of the Framework Agreement or applicable Purchasing Document.

“Industry Standards” means: (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of an applicable Purchasing Document or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario; and (b) adherence to commonly accepted norms of ethical business practices, which shall include the Vendor establishing, and ensuring adherence to, precautions to prevent Vendor’s Personnel from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Supply Ontario or a Buyer.

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“Losses” means liabilities, costs, damages and/or expenses (including legal, expert and consulting fees).

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended, and applies to comparable rights in applicable jurisdictions.

“Newly Created Intellectual Property” means any Intellectual Property created by the Vendor in the course of performance of its obligations under an applicable Purchasing Document.

“Non-OPS Entity” means:

(a) a health practitioner who,

- i) is licensed to practise medicine in Ontario; and
- ii) is a registered member of the College of Physicians and Surgeons of Ontario;

- (b) a medical professional corporation that is comprised of one or more health practitioners and has a funding agreement with the Minister of Health to provide primary care services;
- (c) an unincorporated association consisting of natural persons who are health care practitioners as described in subsection (a) and has a funding agreement with the Minister of Health to provide primary care services;
- (d) the following persons or entities that are funded by Ontario Health to provide primary care services under the *Connecting Care Act, 2019*, S.O. 2019, c.5, Sched. 1, as amended:
 - i) A not-for-profit entity that operates a family health team;
 - ii) A not-for-profit entity that operates a nurse practitioner-led clinic;
 - iii) A not-for-profit entity that operates an Aboriginal health access centre;
or
 - iv) A person or entity that provides primary care nursing services, maternal care or inter-professional primary care programs and services;
- (e) any persons or entities that have a funding agreement with the Minister of Health to provide primary care services;
- (f) a provincial agency or any other organization that has an active memorandum of understanding or similar agreement with an Ontario ministry, for whom the oversight ministry does not assume legal liability in connection with procurement-related contracts executed by the provincial agency/organization;
- (g) the Office of the Legislative Assembly of Ontario;
- (h) an independent office of the Legislative Assembly of Ontario;
- (i) an Ontario municipality;
- (j) a corporation, non-share or whose shareholders are exclusively municipalities, that have a parent municipality in Ontario and to whom the municipality has delegated authority to deliver services on its behalf;
- (k) an Ontario public hospital;
- (l) an Ontario school board;
- (m) an Ontario public university;
- (n) an Ontario public college;
- (o) an Ontario children's aid society;

- (p) a non-share capital corporation controlled by one or more designated broader public sector organizations as defined under the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c. 25, as amended, that exists solely or primarily for the purpose of purchasing goods or services for the designated broader public sector organization or organizations;
- (q) a non-share capital corporation that has an active transfer payment agreement with an Ontario ministry and that has not been assessed as “high risk” in the ministry’s transfer payment risk assessment;

The list of Non-OPS Entities may be amended from time to time at the discretion of Supply Ontario.

“Non-OPS Entity Terms” means the terms and conditions set out in Schedule “E” (Non-OPS Entity Terms) of the Framework Agreement, as may be amended by an Amending Agreement (Non-OPS Entity), that are applicable to a Non-OPS Entity when purchasing Deliverables from the Vendor under the Vendor of Record Arrangement.

“ODA” means *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32, as amended.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended.

“Onboarding and Training” means onboarding and training services as described in Schedule “B” (Deliverables) of the Framework Agreement.

“Ontario” means His Majesty the King in right of Ontario.

“OPS Entity” means:

- (a) Ontario, as represented by a ministry of Ontario over which a minister of the Crown, as appointed by the Lieutenant Governor under the *Executive Council Act*, R.S.O. 1990, c. E.25, as amended, presides, or any combination of such ministries;
- (b) Offices of ministers appointed by the Lieutenant Governor under the *Executive Council Act*, R.S.O. 1990, c. E.25, as amended, including Cabinet Office;
- (c) the office of the Premier of Ontario;
- (d) Supply Ontario, when purchasing Deliverables under a Purchasing Document; and
- (e) provincial agencies and any other organizations that have an active memorandum of understanding or similar agreement with an Ontario ministry, for whom the oversight ministry assumes legal liability in connection with procurement-related contracts executed by the provincial agency/organization.

“OPS Entity Terms” means the terms and conditions set out in Schedule “D” of the Framework Agreement that are applicable to an OPS Entity when purchasing Deliverables from the Vendor under the Vendor of Record Arrangement.

“Party” means (a) in respect of the Framework Agreement, Supply Ontario or the Vendor, (b) in respect of a Purchasing Document, the Buyer or the Vendor; and **“Parties”** means both of them as the context requires.

“Performance Management Process” means the process used by Supply Ontario to evaluate and rate the performance of the Vendor and its Deliverables, and other vendors and their products and services.

“Person”, if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

“Personal Information” means (i) personal health information as defined in PHIPA; and (ii) personal information as defined in FIPPA, MFIPAA and PIPEDA.

“Personnel” includes, in respect of a Party, the directors, officers, employees, agents, partners, affiliates, volunteers or Subcontractors of the Party.

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

“PHIPA” means the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Sch. A, as amended.

“Privacy Breach” means, for the purposes of the main body of the Framework Agreement, any unauthorized access to, or use, modification, disclosure or theft or loss of, Personal Information, or any collection, use or disclosure of Personal Information that is not permitted under the Framework Agreement, applicable Purchasing Documents or any Privacy Statutes or not otherwise permitted by law. For certainty, the definition of “Privacy Brach” for the purposes of Schedule “I” (Mandatory Provisions Schedule) of the Framework Agreement and Purchasing Documents is set out in Schedule “E” (Non-OPS Entity Terms) of the Framework Agreement.

“Privacy Statutes” means PHIPA, FIPPA, MFIPPA and/or PIPEDA, as the context requires.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding.

“Procurement Card” means the corporate charge card(s) used by a Buyer, as may be changed from time to time.

“Procurement Card Protocols” means the manner in which the Vendor is required to process any payments under a Purchasing Document that the Buyer elects to make by way of Procurement Card, which shall include the requirement to: (a) collect the authorized employee's name, the abbreviated Buyer name, the expiry date, and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the

use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card.

"PSOA" means the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Schedule A, as amended.

"Purchasing Document" means a contract between the Vendor and a Buyer for the performance or provision of Deliverables under the Vendor of Record Arrangement, which contract may be in the form set out in: (a) Schedule "G" of the Framework Agreement for Buyers that are OPS Entities; and (b) Schedule "H" of the Framework Agreement for Buyers that are Non-OPS Entities.

"Purchasing Document Effective Date" means, as to the applicable Purchasing Document, the date set out as the effective date of the Purchasing Document.

"Purchasing Document Expiry Date" means, as to the applicable Purchasing Document: (a) the date set out in the Purchasing Document as to when the Purchasing Document expires; (b) if the term is extended or renewed, the final date of the extended or renewed term; or (c) if there is no expiry date set out in the Purchasing Document, the same date as the Framework Agreement Expiry Date.

"Purchasing Document Term" means the period of time from the Purchasing Document Effective Date up to and including the earlier of: (i) the Purchasing Document Expiry Date or (ii) the date of termination of the Purchasing Document in accordance with its terms.

"Rate" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as agreed to in a Purchasing Document, representing the maximum amount chargeable by the Vendor to a Buyer for the provision of the Deliverables, including, but not limited to: (a) all applicable duties and taxes, excluding Ontario Harmonized Sales Tax (HST); (b) all labour and material costs; (c) all travel and carriage costs; (d) all permit, licence and approval costs (e) all insurance costs; and (f) all other overhead including any fees or other charges required by law.

"Record" means any recorded information in the custody or control of Supply Ontario or a Buyer, including any Personal Information, in any form: (a) provided by Supply Ontario or a Buyer to the Vendor, or provided by the Vendor to Supply Ontario for the purposes of the Framework Agreement, or provided by the Vendor to a Buyer for the purposes of a Purchasing Document; or (b) created by the Vendor in the performance of the Framework Agreement or Purchasing Document.

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to the Framework Agreement, a Purchasing Document, the Vendor, Supply Ontario, a Buyer, an Authorized User or the Deliverables, or any part of them.

“RFB” means the Request for Bids as identified in the Framework Agreement Details issued by Supply Ontario on the Ontario Tenders Portal eTendering System, as well as any addenda and attachments to it.

“Security Incident”, for the purposes of the main body of the Framework Agreement, means:

- (a) accidental, unlawful or unauthorized disclosure of, access, destruction, loss, or alteration to Confidential Information (including Personal Information); and
- (b) the Vendor’s system that stores and protects Confidential Information (including Personal Information) was compromised, or system weaknesses were detected that may compromise the integrity of the Vendor’s system.

For certainty, the definition of “Security Incident” for the purposes of Schedule “I” (Mandatory Provisions Schedule) of the Framework Agreement and Purchasing Documents is set out in Schedule “E” (Non-OPS Entity Terms) of the Framework Agreement.

“Service Level Agreements” means the performance metrics that the Vendor and/or the Deliverables, or components of the Deliverables, must meet as set out in Schedule “B” (Deliverables) of the Framework Agreement.

“Specifications” means (a) the published specifications for the Deliverables; (b) the specifications for the Deliverables set out in, or incorporated by reference into, the Contract; and (c) the specifications for the Deliverables developed pursuant to the Contract, provided that they have been agreed to by the parties. “Specifications” may include detailed technical design specifications, functional specifications, performance specifications, interface specifications, drawings, samples and models.

“Subcontractors” means in the case of each Party, any contractor of that Party or any of its subcontractors at any tier of subcontracting.

“Supply Ontario Address” and **“Supply Ontario Representative”** means, unless Supply Ontario notifies the Vendor otherwise in writing, the individual and details identified in the Framework Agreement Details.

“Technical Support” means the technical support services described in Schedule “B” (Deliverables) of the Framework Agreement.

“Transition Services” means the transition services, as described in Schedule “B” of the Framework Agreement, provided following the termination or expiry of a Purchasing Document.

“Third-party Intellectual Property” means any Intellectual Property owned by a party other than the Buyer or the Vendor.

“Vendor Address” and **“Vendor Representative”** means, unless the Vendor notifies Supply Ontario otherwise, in writing, the individual and address identified in the Framework Agreement Details.

“Vendor Evaluation Information” means any information about the Vendor or its Personnel with respect to the quality and timeliness of the delivery or performance of Deliverables and other qualitative measures of the Vendor or its Personnel.

“Vendor of Record” means a vendor appointed to provide Deliverables to Buyers on the terms and conditions of the Framework Agreement.

“Vendor of Record Arrangement” means the arrangement established by Supply Ontario for Buyers to purchase Deliverables, as identified in Schedule “B” of the Framework Agreement, from qualified vendors.

“Vendor’s Intellectual Property” means Intellectual Property owned by the Vendor prior to its performance under the applicable Purchasing Document or created by the Vendor during the Purchasing Document Term, independently of the performance of its obligations under the applicable Purchasing Document.

“WSIA” means the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A, as amended.