**TEMPLATE ONTARIO HEALTH TEAM**

**FUND HOLDER AND INDEMNITY AGREEMENT**

This Agreement is made as of the day of , 202\_.

**BETWEEN AND AMONG:**

**INSERT NAME OF FUND HOLDER**

(hereinafter referred to as “**Fund Holder**”)

- and -

**THE TEAM MEMBERS LISTED ON SCHEDULE “A”**

(hereinafter referred to as the “**Team Members**”)

**BACKGROUND:**

1. The Team Members are members of ***XXX*** Ontario Health Team (“**X-OHT**”), an Ontario health team ***[approved/designated]*** as such by the Minister of Health under the *Connecting Care Act, 2019*; ***[May need modification if the OHT is not yet approved/designated]***
2. The Team Members have entered into a Collaboration Agreementdated ***[insert date]*** pursuant to which the Team Members have established a Collaboration Council and have authorized the Collaboration Council to designate a Team Member as a fund holder for any funds received by the X-OHT from the Ministry of Health or from Ontario Health for the X-OHT (“**Ministry Funds**”) or any funds the Team Members agree shall be held as pooled funds for the benefit of the work of the X-OHT (“**Pooled Funds**”);
3. The Collaboration Council has designated the Fund Holder as the Team Member to be the holder of any Ministry Funds or Pooled Funds and the Fund Holder has agreed to be such holder subject to the terms of this Agreement;
4. The Fund Holder, with the consent of, and at the direction of, the Collaboration Council intends to entered into an agreement (“**Transfer Payment Agreement**” or “**TPA**”) with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Health (“**Ministry**”), pursuant to which the Ministry has agreed to fund up to a total of ***[insert amount]*** dollars ($***xxxxx***) to Fund Holder as paymaster for the purpose of ***[insert]*** (“**Project**”);
5. The Fund Holder is required pursuant to section ***[insert]*** of the TPA to indemnify the Ministry in respect of certain claims;
6. The Team Members have agreed to indemnify the Fund Holder in accordance with and subject to the terms of this Agreement.

**NOW THEREFORE IN CONSIDERATION** of the above, the parties hereby agree as follows:

1. Fund holder Obligations
   1. The Fund Holder shall receive, hold, and disburrse the Ministry Funds advanced under the TPA only in accordance with the directions of the Collaboration Council.
   2. The Fund Holder acknowledges that it may be requested by the Collaboration Council to receive, hold, and disburse other Ministry Funds and, if so requested, it shall receive, hold, and disburse any other Ministry Funds in accordance with the directions of the Collaboration Council.
   3. The Fund Holder acknowledges that it may be requested by the Collaboration Council to receive, hold, and disburse Pooled Funds and, if so requested, it shall receive, hold, and disburse such Pooled Funds only in accordance with the directions of the Collaboration Council.
   4. The Team Members acknowledge that the Fund Holder is acting solely as an agent and paymaster on behalf of the X-OHT and the Fund Holder is entitled to rely fully on the directions of Collaboration Council and is not obligated to ensure any such direction complies with the terms or conditions on which any Ministry Funds or Pooled Funds have been made available for use by the Team Members and the X-OHT.
   5. The Fund Holder and the Team Members acknowledge the Ministry of Health requirement for the X-OHT to demonstrate sound financial management. The Fund Manager shall maintain and provide to the Collaboration Council such records in respect of the Ministry Funds and the Pooled Funds as may be reasonably required by the Collaboration Council to ensure any reporting obligations under the TPA or any other third party agreement are satisfied and to enable the Collaboration Council to report fully to the Team Members in respect of the of the Ministry Funds and Pooled Funds.
2. Fund Holder indEmnity
   1. Subject to section 2.4, the Team Members (other than the Fund Holder) agree to jointly and severally indemnify and hold harmless the Fund Holder, its officers, directors, employees, agents, former officers, directors, employees, agents and all of their respective heirs, executors, administrators, legal personal representatives, successors and assigns (“Fund Holder Indemnified Parties”) from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consulting fees), causes of action, actions, claims, demands, law suits, or other proceedings (collectively, “Claims”) by whomever made, sustained, brought, or prosecuted, including for third-party bodily injury (including death), personal injury, and property damage, in any way based upon, occasioned by, or attributable to, anything done or omitted to be done by the Fund Holder Indemnified Parties in the course of the performance the Fund Holder obligations under this Agreement, under the TPA, or otherwise in connection with the TPA or any other agreement that the Fund Holder enters into at the request and direction of the Collaboration Council in respect of Ministry Funds or Pooled Funds, save and except any acts or omissions that involve fraud or wilful misconduct on the part of the Fund Holder Indemnified Parties.
   2. Subject to section 2.4, the Team Members (other than the Fund Holder) agree to jointly and severally indemnify and hold harmless the Fund Holder Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue, or profit, by any person, entity, or organization, claimed or resulting from such Claims except any acts or omissions that involve fraud or wilful misconduct on the part of the Fund Holder Indemnified Parties.
   3. Each Team Member (other than the Fund Holder) agrees that while they have a joint and several obligation to the Fund Holder Indemnified Parties pursuant to section 2.1, as between themselves they shall be jointly and severally liable to pay to any Team Member amounts that such Team Member has paid under section 2.1 or 2.2, or under this section in excess of such Team Member’s proportionate share in respect of a Claim related to any Ministry Funds or Pooled Funds as outlined in Schedule A, it being the intent of this Agreement that all Team Members shall be accountable for their respective proportionate share of the amounts paid to the Fund Holder Indemnified Parties pursuant to sections 2.1 and 2.2. The proportionate share set out in Schedule A may be determined from time to time by the Collaboration Council *[with the agreement of the Team Members]* in respect of different allocations of Ministry Funds and Pooled Funds.
   4. For greater certainty, the Fund Holder is also a party to this Agreement in its capacity as a Team Member and as such has a proportionate share as set out in Schedule A and in respect of which it shall not be indemnified pursuant to section 2.1 and 2.2.
3. TERM AND TEMINATION
   1. This Agreement shall continue until terminated by mutual agreement of the parties. The provisions of Article 2 and section 3.3 shall survive the termination of this Agreement.
   2. The Fund Holder may give 30 days’ notice to the Collaboration Council and to the Team Members that it no longer wishes to serve in the role of Fund Manager. In such event, the Collaboration Council shall designate another Team Member to be the Fund Holder and upon such Team Member confirming in writing to all of the other Team Members its agreement to assume the role and obligations of the Fund Holder under this Agreement, it shall be deemed to be the Fund Holder for the purposes of this Agreement effective as of the date specified in such written confirmation.
   3. A Team Member that ceases to be a member of the X-OHT shall cease to be a party to this Agreement but shall remain accountable for obligations under this Agreement in respect of any Ministry Funds or Pooled Funds *[received by/distributed by]* the Fund Holder prior to the date such Team Member ceases to be a member of the X-OHT.
4. general
   1. The dispute resolution provisions of the Collaboration Agreement shall apply to any disputes in respect of this Agreement.
   2. Notices in respect of this Agreement shall be given and deemed received in accordance with the provisions of the Collaboration Agreement.
   3. This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement. For greater certainty, the Collaboration Agreement also applies between and among the Team Members.
   4. Subject to section 3.3, this Agreement may only be amended by mutual written agreement of the parties. If a change in law or a directive from the Ministry of Health or other government or public authority necessitates a change in the manner of performing this Agreement or holding funds for the OHT, the parties shall work cooperatively to amend this Agreement to accommodate such change.
   5. No party may assign its rights or obligations under this Agreement without the prior written consent of the Collaboration Council. This Agreement shall enure to the benefit and be binding upon the parties and their respective successors (including any successors by reason of amalgamation or restructuring of any party or parties) and permitted assigns.
   6. No waiver of any provision of this Agreement is binding unless it is signed by the party entitle to grant the waiver.
   7. Each provision of this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions.
   8. Each party agrees that upon the written request of any other party or of the Collaboration Council, it will do all such acts and execute such further documents as may be necessary or desirable to effect the purposes of this Agreement.
   9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitutes one agreement. Delivery of an executed counterpart of this Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Agreement.
   10. This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

**IN WITNESS WHEREOF** the parties have signed this Agreement as of the date first mentioned above.

***[Insert signature lines for Team Members]***

**Schedule “A”**

**List of Team Members and their Proportionate Interest**

***[Insert]***

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