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PURPOSE

The purpose of this document is to explain:

- the Canadian Federal and Province of Alberta 14-day isolation (quarantine) exemptions (henceforth referred to as “exemption”) that apply to Technicians (i.e., Contractors) entering from the United States who will be working at the University of Calgary;
- the process for obtaining the recommended documents to help facilitate entry into Alberta;
- and the requirements and restrictions that apply to Technicians while they are working in Alberta under Federal and Provincial exemptions.

As a result of COVID-19, travel from the United States to Canada has been restricted, and most travellers entering Canada must self isolate (quarantine) for 14 days upon entry to Canada. Technicians classified as essential service workers (henceforth referred to as “Technicians”), however, automatically qualify for a federal exemption and do not require an exemption letter from the Public Health Agency of Canada. It is the duty of the University and the Technician to ensure they meet the requirements for being classified as essential service workers. The federal exemption will ultimately be determined by a Canadian Border Services Agency (CBSA) agent upon the Technician’s arrival in Alberta.

Technicians also automatically qualify for a similar exemption from the 14-day isolation requirement in Alberta. A letter from the university representative (henceforth referred to as the University Point of Contact [POC]) who is hiring the Technician is recommended, in order to help support the Technician’s entry into Alberta. This document describes the process that should be followed.

NOTE: Alberta has introduced the International Border Testing Pilot Program. Technicians should not participate in this program, unless an exemption is denied at the point of entry, and the University POC and Technician agree to the conditions of the Pilot Program.

<https://www.alberta.ca/international-border-pilot-project.aspx>

SCOPE

All Technicians needing to conduct work at the University of Calgary who are entering Canada from the United States and University of Calgary employees who are hiring said Technicians.

PROCEDURE TO OBTAIN AN EXEMPTION IN ALBERTA

Roles and Responsibilities

University Point of Contact (POC):

- Ideally, this should be the person hiring the Technician on behalf of the University. This should be someone at the department head or director level or higher.

- Serve as the POC for both the Technician and Alberta Government, as necessary.
- Review the Federal and Alberta Government criteria for Technicians who are exempt from the 14-day isolation process and ensure the Technician being hired is exempt. See the “Additional Information” section below.
- Follow the procedure detailed below.

Technician:

- Review the Canadian Federal and Alberta Government criteria for Technicians who are exempt from the 14-day isolation process and ensure exemption. Discuss this with the University POC, as necessary. See “Additional Information” section below.
- Sign a COVID-19 waiver from the University (Attached below).
- Follow the procedure detailed below.

Procedure:

1. The University POC has the Technician sign a COVID-19 waiver (see attached document below). Note: **The waiver must be printed and returned in colour.**
2. The University POC writes a letter in support of the Technician and their work at the University (example letter provided below), then submits the letter and COVID-19 waiver to the Manager Procurement Services of Supply Chain Management (SCM) for review.
3. The Manager Procurement Services of SCM (John Morrison, Johnathan.morrison@ucalgary.ca) reviews and comments on the letter provided by the University POC.
4. The Senior Director of SCM (Rita Neogy, rneogy@ucalgary.ca) signs the letter of support and sends a copy to the University POC. SCM maintains a copy of the letter and COVID-19 waiver for their records.
5. The University POC sends a copy of the letter of support to the Technician, along with the University’s COVID-19 Re-entry Protocols. <https://ucalgary.ca/risk/emergency-management/covid-19-response>
6. Prior to traveling, the Technician must submit all required information to ArriveCAN, as described by the following website: <https://www.canada.ca/en/public-health/services/diseases/coronavirus-disease-covid-19/arrivecan.html> NOTE: A quarantine plan is not required for Exempt Technicians.
7. Upon arrival at Calgary International Airport (or other Canadian point of entry in Alberta), the Technician provides the signed letter of support from Supply Chain Management
8. The CBSA agent at the Canadian point of entry in Alberta will determine the Technician’s eligibility for a federal exemption.
9. Once the Technician receives an exemption and enters Alberta, they must follow all requirements and conditions listed below, as well as any additional requirements from the Alberta Government, for working under an exemption for the first 14 days in Alberta.
10. Once the Technician arrives on campus, the University POC provides an orientation that includes the Workspace Safety Plan for the area in which the Technician will be working.
11. The University POC must also maintain a record of the Technician’s visit and areas attended for a minimum of 2 weeks following the visit.

REQUIREMENTS

All Technicians needing to conduct work will ensure they meet the federal exemption and will complete the process above to help ensure they receive an exemption from the Alberta Government. Technicians will also be required to follow all University of Calgary protocols (e.g., COVID-19 Re-Entry Protocols, Workspace Safety Plan, etc.), in addition to the provincial exemption requirements. The Technician’s University POC will provide all

necessary information and protocols, as part of the Technician's pre-work orientation.

While working in Alberta under an exemption, Technicians must adhere to certain conditions. During their first 14 days in Alberta, a provincial exemption from Alberta's Chief Medical Officer of Health:

- allows a person or group of people to travel to and from their accommodation or home to specific places, such as a work location
- does not allow a people to attend recreational activities, formal events, or social gatherings unless the exemption specifies it
- everyone must monitor for COVID-19 symptoms <https://www.alberta.ca/covid-19-industry-travel-exemptions.aspx#monitoring>

A provincial exemption document may include other conditions during the 14-day period, such as:

- maintaining physical distancing of more than 2 metres whenever possible
- wearing a mask at all times when you are outside of your home or rental accommodation
 - This includes when traveling unless you are alone in a private vehicle.
- isolating in a place where you will have no contact with vulnerable people, such as:
 - people 65 years or older or people with underlying medical conditions
- washing or sanitizing hands frequently
- staying in a hotel with a COVID-19 policy and arranging their support for essential service workers by offering in-room food delivery and COVID-19 safe cleaning protocols
- avoiding eating inside a restaurant - use delivery or drive thru options only
- avoiding public transit
- following taxi and rideshare guidance <https://open.alberta.ca/publications/covid-19-information-guidance-for-taxis-limos-rideshares>
- renting vehicles with contactless pay
- using pay-at-the pump options for gas
- making sure your workplace has a plan to keep workers safe from COVID-19

ADDITIONAL INFORMATION

Federal exemption details:

<https://www.canada.ca/en/public-health/corporate/mandate/about-agency/acts-regulations/list-acts-regulations.html>

Pursuant to paragraph 6(e) of the *Minimizing the Risk of Exposure to COVID-19 in Canada Order (Mandatory Isolation)*, No. 6, issued pursuant to section 58 of the *Quarantine Act*, the Chief Public Health Officer has determined:

“Technicians or specialists specified by a government, manufacturer, or company, who enter Canada as required for the purpose of maintaining, repairing, installing or inspecting equipment necessary to support critical infrastructure (Energy and Utilities, Information and Communication Technologies, Finance, Health, Food, Water, Transportation, Safety, Government and Manufacturing) and are required to provide their services within 14 days of their entry to Canada and have reasonable rationales for the immediacy of the work and the inability to plan for a 14 day quarantine.”

*“Please be aware that the mandatory 14-day isolation period for **asymptomatic** people does not apply to those who meet the exemption criteria. Persons exempt from mandatory quarantine are still required to*

wear an appropriate mask or face covering upon entry into Canada, while in transit and if they are in public settings where physical distancing cannot be maintained, and should otherwise respect the intent of the Order to minimize the spread of COVID-19 in Canada.”

Alberta exemption details and travel information:

<https://www.alberta.ca/covid-19-industry-travel-exemptions.aspx>

<https://www.alberta.ca/restricted-and-non-restricted-services.aspx>

<https://open.alberta.ca/publications/exemption-request-alignment-with-federal-order-exceptions>

In Alberta, Travel restriction exemptions are assessed on a case-by-case basis, based on measures industries have taken to prevent the spread of COVID-19. 14-day isolation requirement exemptions are currently in place in Alberta for the following sectors:

- Agricultural, horticultural, and food safety
- Construction
- Energy & Utilities
- Federal Alignment Exemption
- Industrial
- Petroleum, natural gas, and coal

These exemptions have been issued by the Chief Medical Officer of Health (CMOH), identifying certain persons in the sectors above as being in the category of "essential service workers" and exempting them from quarantine restrictions set out in CMOH Order 05-2020 and amended through CMOH Order 28-2020, subject to certain restrictions conditions laid out in the exemption.

Example Letter of Support from the University of Calgary**NOTE: University POC must send a completed letter to Supply Chain Management for review and signature.**

[DATE]

RE: Essential Service Worker (Technician) Invitation for Travel to Alberta

To whom it may concern,

[BRIEFLY DESCRIBE THE REASON FOR HIRING THE TECHNICIAN]

[NAME THE TECHNICIAN WHO WILL BE TRAVELING AND BRIEFLY DESCRIBE THE WORK THEY WILL PERFORM]

The University of Calgary has purchased a XXXX system from XXXX, Inc. in [US State]. The University plans to use this instrument for XXXX. This instrument will be key in supporting the University of Calgary's global leadership position in XXXX.

[TECHNICIAN'S COMPANY'S NAME] [TECHNICIAN'S JOB TITLE] [TECHNICIAN'S NAME] is traveling to Canada for the sole purpose of XXXX. The University of Calgary and [TECHNICIAN'S NAME] believe the Technician named herein should be exempt from the federal and Government of Alberta's 14-day mandatory isolation requirements, since they are an essential service worker, as defined by the Government of Alberta's list of non-restricted services and an approved exemption request in alignment with federal order exemptions, described by the following resources:
<https://www.alberta.ca/covid-19-industry-travel-exemptions.aspx>
<https://www.alberta.ca/restricted-and-non-restricted-services.aspx>
<https://open.alberta.ca/publications/exemption-request-alignment-with-federal-order-exceptions>

Accordingly, we respectfully request that you permit [TECHNICIAN'S NAME] to enter Canada and exempt them from the 14-day quarantine period.

[TECHNICIAN'S NAME] will take a Covid-19 test within 3 days of travel and will provide documentation required to prove that his test was negative. [TECHNICIAN'S COMPANY'S NAME] will provide [TECHNICIAN'S NAME] with Personal Protective Equipment (PPE) that is suitable to minimize the risk of introducing or spreading COVID-19 and they will comply with the requirement to wear this PPE while in public. They will also comply with all other requirements set by the Canadian government, the Province of Alberta, the City of Calgary and the University of Calgary during their brief stay in Canada. [TECHNICIAN'S NAME] will also be screened for symptoms of COVID-19 before entering the University site.

Thank you for your consideration of our request. My contact information is included in this note should you have any questions.

Sincerely,

[SUPPLY CHAIN MANAGEMENT REPRESENTATIVE'S SIGNATURE, NAME, AND TITLE]

University of Calgary

Phone:

Cell:

Email:

[CONTACT INFO OF UNIVERSITY POC WHO IS HIRING TECHNICIAN]

TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY

WAIVER, RELEASE, ASSUMPTION OF ALL RISK, INDEMNIFICATION OF ALL CLAIMS, AND COVENANT NOT TO SUE THE GOVERNORS OF THE UNIVERSITY OF CALGARY (the Agreement)

WARNING: By entering into this Agreement you indicate that you understand the risks associated with using University facilities, and/or participating in University Activity(ies), and that you are aware that by using University facilities and/or participating in University Activity(ies) you will be exposed to the risks identified below.

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT:

ADDRESS OF PARTICIPANT:

COURSE CODE & TITLE / ACTIVITY NAME : **International Contractors Exempt from Canadian Mandatory Quarantine Related to COVID-19**

COURSE / ACTIVITY DATE: **December 1, 2020 – December 1, 2021**

The Alberta Government declared a province-wide state of emergency under *The Emergency Management Act* on March 17, 2020 to protect the health and safety of all Albertans and to reduce the spread of the novel coronavirus (or **COVID-19**). **COVID-19** is easily spread by contact with droplets produced by people who have the virus.

The Governors of the University of Calgary (the **University**) has put in place measures to reduce the spread of **COVID-19**, however the University cannot guarantee that any individual attending the University Campus, using the University's facilities, or participating in activities organized by the University, whether on-campus or off-campus (collectively, the **University Activities**) will not become infected with **COVID-19**. Further, attending the University Campus and/or participating in the University Activities, could increase the risk of contracting **COVID-19**.

You are being asked to carefully review, confirm and agree to the statements made below.

In agreeing to participate in University Activities or use University facilities, I understand that the University will not be liable for any loss, injury or death resulting from the risks outlined herein. I agree to waive my right to sue the University for any loss, injury or death resulting from the risks outlined within this Agreement.

A. Agreement Not to Use University Facilities or Participate in University Activities if Symptomatic

On behalf of myself, I certify as follows:

1. No one in my household(s) is experiencing any symptoms of illness, including symptoms that resemble a cold. Symptoms include, but are not limited to: cough, fever, shortness of breath or difficulty breathing, runny nose, stuffy nose, sore throat, painful swallowing, headache, chills, muscle or joint aches, feeling unwell in general, new fatigue or severe exhaustion, gastrointestinal symptoms (such as nausea, vomiting, diarrhea, or unexplained loss of appetite), loss of sense of smell or taste, or pink eye.
2. I have reviewed the Canada and Alberta government criteria for technicians who are exempt from the 14-day isolation process when entering Canada and I confirm that I fit the criteria for exemption. I have had the opportunity to discuss this with my University point of contact, as necessary.
3. I will check my temperature each day and will ensure I do not have a fever before Using University Facilities or Participating in University Activities.
4. I will not Use University Facilities or Participate in University Activities if I or anyone in my household(s) is sick, even if the symptoms resemble a mild cold. If I or anyone in my household(s) is sick or symptomatic, I agree to not Use University Facilities or Participate in University Activities **and will inform my University point of contact.**
5. I have read and understand the risks of not conforming with the safety and hygiene protocols that have been adopted by the University, and are posted on the Government of Alberta's website (<https://www.alberta.ca/prevent-the-spread.aspx>) as well as the University of **Calgary 14-day isolation exemption for technicians instructions** in advance of Using University Facilities or Participating in University Activities. I also understand that I must follow these safety, hygiene and other protocols.

I further certify that:

1. No one in my household(s) believes that they have been exposed to a person with a confirmed or suspected diagnosis of COVID-19 within the last 14 days.
2. No one in my household(s) has been sick and/or has been directed by public health officials to self-isolate or quarantine in the past 14 days.
3. The individuals in my household(s) are following recommended guidelines as much as possible including, but not limited to: practicing physical distancing by maintaining a separation of at least two (2) metres from others who are not part of their household(s), engaging in proper handwashing, wearing masks where required, and otherwise limiting their exposure to **COVID-19**.
4. If my answers to any of the above statements change prior to me Using University Facilities or Participating in University Activities or during my Use of University Facilities or Participating in University Activities, I will not attend the University campus and will withdraw from Using University Facilities or Participating in University Activities and will inform my University point of contact.

B. Assumption of Risk

The University is attempting to limit the risk of exposure to **COVID-19** by using reasonable efforts to follow the health and safety guidelines recommended by the provincial and federal health authorities. Nevertheless, I understand that there remains a risk that I could contract **COVID-19** by attending the University Campus, Using University Facilities or Participating in University Activities. I therefore acknowledge and agree as follows:

1. I acknowledge that **COVID-19** is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk that I may be exposed to or infected by **COVID-19** while Using University Facilities or Participating in University Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to members of my household(s).

2. I acknowledge that it is my responsibility to ensure I learn and follow all health, safety and other protocols established by the University, the City of Calgary, the Province of Alberta and the Government of Canada. I understand that any behaviour on my part that places others at risk could result in immediate termination of my right to Use University Facilities or Participate in University Activities.
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C. Waiver of Liability, Release and Indemnification

In consideration of the University permitting me to Use University Facilities or Participate in University Activities, I agree as follows:

1. **To waive any and all claims that I may have in the future against the University**, its members, officers, employees, students, agents, volunteers and independent contractors (collectively referred to as the **Releasees**).
2. **To release the Releasees from any and all liability** for any loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of **COVID-19**, as a result of my attending the University Campus, Using University Facilities or Participating in University Activities, including such loss, damage, injury, illness, death or expense that is caused by the negligence, breach of contract, or breach of any statutory or other duty of care (including any duty of care owed under the *Occupier’s Liability Act*, RSA 2000 c. 0-4, as amended) on the part of the Releasees.
3. **To hold harmless and indemnify the Releasees** from any and all liability, causes of action, claims, judgments, costs and expenses (including legal fees) that I, a member of my household(s), or any third party may suffer as a result of my attending the University Campus, Using University Facilities or Participating in University Activities, including due to any act, omission, or negligence of the Releasees.
4. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

This Agreement shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes, and actions arising out of and related to attending the University Campus, Using University Facilities or Participating in University Activities and this waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

I have carefully read, fully understand, have had an opportunity to consult with a lawyer, and freely and voluntarily accept the terms contained within this Agreement and **understand that I, on my own behalf, am giving up substantial rights and accepting the risk that I may come into contact with, be exposed to, or be diagnosed with COVID-19 following my attending the University campus, Use of the University Facilities and/or participating in University Activities.**

I confirm that I have authority to enter into this Agreement and understand that the terms contained herein are legally binding. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

Signed this _____ day of _____, _____.

SIGNATURE OF PARTICIPANT
Member)

WITNESS SIGNATURE (Non Family

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and where indicated above paragraphs must be initialed before I may use University Facilities and/or participate in University Activity(ies)