

## ADDENDUM

### Purpose of this Addendum

This Addendum amends all residence contracts with Campus Housing (the “**Agreement**”) by setting out additional terms and conditions related to COVID-19, including the mandatory vaccination policy in student residences. It is legally binding. Other than the amendments made in this Addendum, all other terms and conditions of the Agreement remain the same. All references to the Agreement shall be deemed to be references to the Agreement as amended by the terms of the Addendum.

### Effective date of this Addendum

This Addendum takes effect on July 22, 2021 or on the date that the University grants you access to your residence building and residence room and/or quarantine unit, whichever date is earlier.

The consideration for this Addendum is your right to live in a university residence room and a \$250.00 credit that will be applied to your housing account upon receipt and acceptance of this Addendum.

### Amendment

The Agreement is amended by adding the following new section 16 after section 15 of the Agreement:

## 16.0 COVID-19 INFORMATION

### 16.1 COVID-19 Residence Policies

On July 21, 2021, the University of Waterloo received a strong recommendation from the Medical Officer of Health for the Region of Waterloo that university residences require mandatory reporting of vaccination against COVID-19 for all residents who are able to be vaccinated.

The University of Waterloo is committed to protecting the health and safety of our students, faculty, staff and broader community and our campus activities are informed by governmental and health authority guidelines.

The University has implemented the following residence-specific health and safety protocols, rules and policies (“**COVID-19 Residence Policies**”) in order to maintain the health and safety of everyone in the residence community. The COVID-19 Residence Policies are based on directives from the provincial government and public health authorities. The University of Waterloo will continue to follow the recommendations and guidance of these authorities and will update, modify, or revoke the COVID-19 Residence Policies, as needed, from time to time.

Although the University of Waterloo is taking measures that align with guidance from health authorities and help create a healthier, safer, and supportive community environment, it takes a high degree of co-operation from everyone in the community to accomplish this goal and no one can ensure complete safety from sickness in a pandemic situation. Each resident has a responsibility to ensure that they act in a manner that contributes to and maintains a safe and healthy environment.



## 16.2 COVID-19 Vaccination Requirements

### 16.2.1 Mandatory Vaccination

As a result of the recommendations of Region of Waterloo Public Health and the anticipated return to face-to-face instruction in the fall of 2021, the University of Waterloo requires all students living in residence during the 2021–22 academic year to have received their first dose of a Health Canada approved vaccine, or World Health Organization approved vaccine, before their scheduled move-in date.

All students living in residence must also receive their second dose of an approved vaccine as soon as reasonably practicable.

### 16.2.2 Proof of Vaccination

All students living in residence must provide proof of their first dose of a Health Canada approved vaccine or World Health Organization approved vaccine to the designated University of Waterloo official in advance of their residence move-in date in a form acceptable to the University.

All students living in residence must provide proof of their second dose of an approved vaccine to the designated University of Waterloo official by November 1, 2021 in a form acceptable to the University.

Specific information about the required proof of vaccination, who it must be submitted to, as well as its use and storage will be provided by email. All information will be collected, used, and stored in compliance with the University of Waterloo's obligations pursuant to Ontario's *Freedom of Information and Protection of Privacy Act* (R.S.O. 1990, C.F.31).

The University may at any time require you to disclose your COVID-19 vaccination status and provide proof of vaccination status in the future. What constitutes acceptable proof of vaccination shall be determined by the University from time to time on a case-by-case basis based on public health authority guidelines.

### 16.2.3 Requests For Accommodation

Cases where there are extenuating circumstances will be considered on a case by case basis. Students who are unable to receive a vaccine and who require an accommodation as a result of a medical condition or other grounds protected by the [Ontario Human Rights Code](#) will be accommodated to the point of undue hardship. Requests for accommodation should be made as soon as possible and must be made in advance of a student's move-in date. Students may make a request for accommodation by completing the [Accessible Housing](#) form (<https://uwaterloo.ca/accessible-housing/>). The completion and submission of a Verification of Vaccine Exemption Form will be required. Questions about the process or the Verification of Vaccine Exemption Form can be directed to accessiblehousing@uwaterloo.ca.



#### **16.2.4 Refusal to Get Vaccinated or Submit Proof of Vaccination**

If you have not received your required vaccinations and have not been granted an exemption as the result of an accommodation, you will not be permitted to live in residence and your residence contract may be terminated.

#### **16.2.5 COVID-19 Testing**

The University of Waterloo may at any time require you to take a COVID-19 test. The test may or may not be directly administered by the University. You hereby agree to participate in the test and reasonably cooperate with the University's testing instructions. You hereby consent to the disclosure of the test results to the University of Waterloo.

### **16.3 Compliance with COVID-19 Residence Policies**

Compliance with COVID-19 Residence Policies is mandatory. You should continue to follow these policies, as well as other measures consistent with general public health guidance and infection prevention and control measures.

In addition to other provisions in the Agreement with respect to termination, the University of Waterloo may revoke any offer of residence, deny entry to residence, terminate this Agreement immediately or take such other necessary or appropriate action if the University determines, in its sole and absolute discretion:

- (i) it is prudent or necessary to do,
- (ii) for reasons of public health or student safety,
- (iii) you have not complied with, or are not in compliance with, the COVID-19 Residence Policies or any other University policies, procedures, or rules with respect to COVID-19 or health and safety,
- (iv) you have not complied with, or are not in compliance with, any applicable laws, regulations, or bylaws in relation to COVID-19, any applicable government or public health directives, rules, or guidance in relation to COVID-19 to which the University and its students are subject, or,
- (v) the University is required by law, order or directive to close one or more of its residences, to limit the number of persons residing in residence, or such other law, order or directive affecting the normal operation of its residences.

In such circumstances, the University will provide you with reasonable notice in the circumstances and either reduce your residence fees or refund you a prorated amount of any prepaid residence fees.

#### **16.4 Cancellation due to COVID-19 Mandatory Vaccination Policies**

For the fall 2021 academic term, students who choose not to live in residence due to refusal to comply with the mandatory vaccination policies may terminate their residence contract and receive a refund of their deposit. Students are able to cancel their residence contract following these guidelines:

- Students must complete a cancellation form (<https://uwaterloo.ca/housing/fees-contracts/withdrawal-cancellation>) on or before August 11, 2021. The residence contract will be cancelled and the initial deposit will be refunded.

The general policies regarding withdrawals and cancellations as set forth in sections 4.1 to 4.8 and 16.4 still apply in all other circumstances.

#### **16.5 Room Assignments, Fees and Adjustments**



The University reserves the right to determine which residence buildings and rooms are available for occupancy, and to assign and reassign you to a residence room in order to comply with the COVID-19 measures. The University reserves the right to delay occupancy if necessary. The University may move you to a different room or different residence at any time as a result of COVID-19 measures, or for the benefit of the overall residence community, and in such case, this may result in an additional charge and/or adjustment of fees depending your new room type, location, and meal plan requirements.

If you have already accepted your offer for a room type that is no longer available for occupancy due to COVID-19 measures, you will be reassigned to another room type at no additional cost, even if that room type typically has higher fees. However, should the University re-open other residence buildings at a later time during the 2021-2022 academic year, you may choose to move to another such residence building or room type for which you had originally applied should it become available for occupancy. Should you select to remain in your current residence, your fees will be adjusted to the fees typically associated with that room type. If no room of any type is available in any residence due to COVID-19 measures, the University will use reasonable efforts to assist you in finding alternative accommodations, but the University is under no obligation to locate, secure, or pay for any such other alternative accommodation and may terminate the Agreement in accordance with its terms.

#### 16.6 Disclosure and Privacy

The University of Waterloo may, at any time, require you to disclose to the University your COVID-19 vaccination status and provide proof of vaccination status if you are vaccinated. You may also be required, at any time, to take a COVID-19 test and to disclose your results to the University. You agree to provide such information to the University upon the University's request and in a form acceptable to the University. This personal information is collected under the authority of the *University of Waterloo Act*, 1972, and processed by Campus Housing for the purpose of operating University of Waterloo residences in compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA), R.S.O. 1990, c. F. 31 as amended; and in accordance with the University of Waterloo's policies, guidelines, and Notice of Collection, as may be amended from time to time. Questions about the collection, use, and disclosure of personal information by Campus Housing should be directed to [housing@uwaterloo.ca](mailto:housing@uwaterloo.ca). General questions about information and privacy at the University should be directed to the Privacy Officer at [fippa@uwaterloo.ca](mailto:fippa@uwaterloo.ca).

#### 16.8 Compliance with Laws - Pandemic

Residents must wear a non-medical mask or face covering (such as a shield) while in shared common spaces in residence. Shared common spaces are defined as: cafeterias and dining halls, hallways, lounges, central complex areas, study rooms, laundry rooms, and other areas shared by a variety of residents. Non-medical masks or face coverings are not required while a resident is in their private unit, in the bathroom, or while eating food in a cafeteria/dining hall. Non-medical masks or face coverings are recommended when physical distancing from others is unable to be maintained and can be an additional tool to help prevent the spread of COVID-19. The provisions of this Section 16.8 is subject to change on the recommendation of public health or government order

#### 16.9 Conflict

If there is a conflict between the provisions of this section 16 and other clauses of the Agreement, the provisions of this section will apply and take precedence.



#### **16.10 Relationship to Residence Contract**

The University shall not be liable or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of: the continued spread of COVID-19; the governmental response or the ongoing governmental Response to control the spread of COVID-19; and a decision by the University made, to control the spread of COVID19, even if exceeding the then current specific government response or ongoing governmental response.

#### **16.11 Changes to the Residence Contract**

This Agreement, the COVID-19 Residence Policies, and other University policies and procedures may be changed, modified or revoked from time to time by the University of Waterloo, in its sole and absolute discretion, without advance notice to you in order to respond to evolving circumstances related to COVID-19, including, without limitation, changes resulting from the government guidance and responses, public health directives, and to University policies and procedures. You agree to comply with all further amendments. Please note our typical array of amenities and services may be temporarily adjusted due to health and safety directives.

