Ontario

Ministry of Health
Vaccine Policy and Programs Branch
Office of Chief Medical Officer of Health, Public Health

User Agreement for Pharmacies with a Registered Injection-Trained Pharmacist Requesting Publicly Funded Vaccines for the 2026/2027 Immunization Period

Submission deadline: June 30, 2026, 11:59 pm EDT ("Deadline Date")

This agreement will be effective during the time period from September 1, 2026 to August 31, 2027 ("Immunization Period")

Application Submission***

1. I shall ensure that my completed User Agreement for Pharmacies with a Registered Injection-Trained Pharmacist Requesting Publicly Funded Vaccines for the 2026/2027 Immunization Period ("User Agreement") is:

- Current (i.e., 2026/2027 version);
- Completed electronically using Adobe Acrobat Reader software; and
- Submitted according to the instructions detailed on the ministry's website on or prior to the June 30, 2026 deadline ("Deadline Date").

2. I agree that the Ministry of Health ("the ministry") will not accept User Agreements that do not meet the requirements (as stipulated in paragraph 1), including:

- Forms submitted by email attachment, mail, courier or fax; or
- Previous versions of the User Agreement (e.g., 2025/2026 or earlier).

3. I agree that should my User Agreement be submitted after the Deadline Date it will not be accepted, unless the ministry determines, in its sole discretion:

- that there are two (2) pharmacies or less participating in the publicly funded vaccine program(s) as stipulated in paragraph 4, within 5km of my pharmacy; and
- submission occurs prior to October 31, 2026.

In these events, I agree that the ministry will specify a revised submission deadline for the User Agreement with which I agree to comply. If I fail to meet the revised submission deadline provided by the ministry, I agree that I will not be permitted to resubmit my User Agreement.

Publicly Funded Vaccine Program Participation

4. I agree that my pharmacy will participate in the following three (3) publicly funded vaccine programs:

- Universal Influenza Immunization Program (UIIP);
- COVID-19 vaccine program; and
- Pharmacy Adult Vaccine Bundle.

5. I agree that as a part of the COVID-19 vaccine program:

- I agree that I must be onboarded to Panorama Guided Workflow (PGW) to receive COVID-19 vaccine;
- I agree that the ministry will specify a deadline to submit my intake form to onboard to ONEID, for access to PGW, and complete my Panorama Guided Workflow Interface System and Services Agreement, with which I agree to comply. If I fail to meet the intake deadline provided by the ministry, or fail to complete the Panorama Guided Workflow Interface System and Services Agreement, I agree that I will not be permitted to participate in the COVID-19 vaccine program; and
- I agree that the ministry will contact the designated manager specified in paragraph 21 to request a list of staff who are vaccinating eligible recipients and are required to record COVID-19 vaccine administration in the provincial immunization system, in accordance with section 2 of the *COVID-19 Vaccination Reporting Act, 2021*. I agree that the designated manager specified in paragraph 21 will provide an accurate list of staff when contacted.

6. I agree that as part of the Pharmacy Adult Vaccine Bundle:

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- I shall order vaccines strictly based on client demand;
- That vaccine orders must reflect actual, present need and shall only be placed when I have a scheduled client appointment for vaccine administration;
- That I shall not order, stockpile, or maintain vaccine inventory in anticipation of future or potential demand;
- That the ministry will supply only the quantities ordered in accordance with this requirement, and no additional doses will be provided for the purpose of holding or advance stockpiling;
- I shall administer publicly funded vaccines acquired in accordance with this User Agreement only to eligible recipients that the ministry has expressly authorized for pharmacy-based administration under the Pharmacy Adult Vaccine Bundle. I acknowledge that the eligible recipients for vaccination in the pharmacy setting may be a defined subset of the broader provincial eligibility criteria. I shall ensure that publicly funded vaccines are administered solely in accordance with the ministry's approved eligibility parameters and shall not administer publicly funded vaccines to individuals outside these eligibility parameters specified by the ministry; and
- I shall ensure that doses not administered by August 31st, 2027 are returned to the local public health unit unless I plan to participate in the next Immunization Period (2027/2028). I agree to follow any Ministry of Health written instructions to return any unused vaccine doses.

7. I agree that this User Agreement references publicly funded vaccines only. It includes the vaccines publicly funded under the vaccine programs specified in paragraph 4 of this User Agreement.

8. I agree that any doses of vaccine under this User Agreement, except for the Pharmacy Adult Vaccine Bundle, shall be used only during the Immunization Period for the 2026/2027 year and may not be used or administered after the Immunization Period.

Ministry communication to inquiries and submitted User Agreements

9. I agree that all emails inquiries submitted to the ministry at immunization@ontario.ca shall receive an email response within two (2) business days.

10. I agree that all submitted User Agreements will receive two (2) emails within two (2) business days confirming:

- A tracking number at the time of submission; and
- The status of my User Agreement, specifically that my application has been reviewed to determine if it is complete or incomplete.

11. I shall notify the ministry at immunization@ontario.ca if I do not receive a response from the ministry within two (2) business days (as stipulated in paragraph 9 and 10).

General

12. I shall ensure publicly funded vaccines that are ordered and received by my pharmacy are administered only to individuals who meet the provincial eligibility criteria established by the ministry and who fall within the specific populations authorized for pharmacy-based vaccination, as determined by the ministry from time to time ("eligible recipients"). All vaccine administration shall be carried out in accordance with applicable ministry guidance, directives, and policies, including policies issued by the Executive Officer of Ontario Public Drug Programs, and within the scope of practice established by the Ontario College of Pharmacists (OCP) and other relevant statutory or regulatory requirements.

13. I shall provide vaccination to all eligible recipients with their informed consent or the informed consent of their substitute decision-makers if the eligible recipient is incapable of doing so themselves, using only publicly funded vaccines ordered and received by my pharmacy in accordance with this User Agreement, unless vaccination is medically contraindicated based on an individual assessment.

14. I shall ensure publicly funded vaccines that are ordered and received by my pharmacy are administered to eligible recipients by a(n):

- registered injection-trained pharmacist (as stipulated in paragraph 24) employed or otherwise retained by my pharmacy;

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- injection-trained pharmacy student, a registered injection-trained intern, a registered injection-trained pharmacy technician with a certificate of registration that permits direct patient care, or a registered injection-trained intern technician with a certificate of registration that permits direct patient care, under the supervision of a registered injection-trained pharmacist employed or otherwise retained by my pharmacy;
- registered nurse (RN) who is authorized to administer vaccine independently, in accordance with their scope of practice and in compliance with their regulatory body; and/or
- RN who is not authorized to administer vaccine independently, or a registered practical nurse (RPN), who is administering vaccine under:
    - A valid delegation from a regulated health professional who is authorized to perform the controlled act of administering the vaccine and to delegate that act to others. The delegating health professional must meet all applicable regulatory requirements for delegation, and the RN or RPN must comply with all conditions and obligations associated with the delegation; or
    - An order from an individual listed in clause 5(1)(b) of the *Nursing Act, 1991*.

Note: The authority to administer vaccine independently is dependent on the authority to prescribe and is not part of entry-level RN competencies. RNs must successfully complete prescribing education approved by College of Nurses of Ontario (CNO) Council to prescribe medication, including vaccines.

15. I shall ensure that publicly funded vaccines ordered and received by my pharmacy in accordance with this User Agreement are administered free of charge to all eligible recipients. If I breach this obligation, I shall comply with any ministry requirement or direction to reimburse an eligible recipient the amount they were improperly charged for the administration of the publicly funded vaccine.

16. I shall ensure that all adverse events following immunization (AEFIs) are reported to the local medical officer of health as required by the *Health Protection and Promotion Act* within seven (7) days after the reportable event is recognized by completing the AEFI report form located on Public Health Ontario's website.

17. I shall act in accordance with any direction in writing from the ministry respecting the timing and manner of immunization of all recipients receiving the publicly funded vaccine, including high risk persons, other categories as identified by the ministry, and the general population.

18. I shall provide the ministry with any information that may be requested in connection with the administration of publicly funded vaccines. I shall provide this information to the ministry according to the timeline and manner requested by the ministry. I agree that this information will be used for purposes as authorized by the *Health Protection and Promotion Act* and in accordance with the *Personal Health Information Protection Act, 2004*.

Vaccine Storage and Handling Requirements

19. I shall follow the ministry's Vaccine Storage and Handling Guidelines.

20. I shall ensure that my vaccine refrigerator(s) that will be storing publicly funded vaccines (as provided in paragraph 14) are:

- physically located within the geographical boundaries of my local public health unit;
- physically located within the accredited pharmacy's premises;
- not located in a private dwelling house or a Remote Dispensing Location (RDL);
- monitored by my staff;
- equipped with a calibrated digital temperature monitoring device;
- not used to store publicly funded vaccine that I have not ordered and received for my pharmacy location; and
- not leased from or shared with another provider/organization.

21. I shall provide the details below of the accredited pharmacy's vaccine refrigerator(s) that could be used to store publicly funded vaccines. I shall notify the ministry at immunization@ontario.ca should any of the information contained within this paragraph (paragraph 21) change while this User Agreement is in effect (including changes due to relocation or change in ownership).

Fields marked with an asterisk (*) are mandatory.

Accredited Pharmacy Information

I have read this page (INITIALS) *

Pharmacy's Name (as indicated on www.ocpinfo.com) *

Is your pharmacy part of a chain, banner or franchise? * ☐No ☐Yes, specify			
Store Number	OCP Accreditation Number *	ODB Account Number * ON	Number of refrigerators that could be used to store publicly funded vaccines *
Unit Number	Street Number *	Street Name *	PO Box
City/Town *	Province ON	Postal Code *	
Telephone Number *	Fax Number *		
Designated Manager Last Name *	First Name *		
Business Email Address *			

Pharmacy Contact Information

22. I shall provide the contact information for the individual(s) at my pharmacy who will be primarily responsible for the storage and handling of publicly funded vaccines. I shall have an active email account that is able to receive emails from the ministry, the local public health unit and my vaccine supply source assigned by the ministry. I shall notify the ministry at immunization@ontario.ca should any of the information contained within this paragraph (paragraph 22) change while this User Agreement is in effect.

Fields marked with an asterisk (*) are mandatory.

Primary Contact at Pharmacy	
Last Name *	First Name *
Business Email Address *	Telephone Number *
Secondary Contact at Pharmacy	
Last Name	First Name
Business Email Address	Telephone Number

23. I agree that the ministry will disclose the vaccine refrigerator(s) information (provided in paragraph 21) and the contact information (provided in paragraph 22) to the local public health unit where my pharmacy is located, who will be conducting the required cold chain inspection of my vaccine refrigerator(s).

Trained Pharmacist

24. I agree that at the time of my User Agreement submission, I have at least one (1) employee who is registered:

- As a pharmacist by the Ontario College of Pharmacists (OCP), registered under the *Pharmacy Act, 1991*; and
- As a member of the OCP as trained to administer injections.

• I agree that the ministry may request the following information for the injection-trained pharmacist without prior notice, at any time during my participation in the 2026/2027 Immunization Period, with which I agree to provide:

- Pharmacist Name (first and last)
- OCP Registration Number

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25. I shall ensure that throughout my participation in the 2026/2027 Immunization Period, my pharmacy shall have at least one (1) registered injection-trained pharmacist working at my pharmacy at any time. I shall contact my local public health unit and the ministry immediately, or at the latest within one (1) business day, if I no longer have at least one (1) registered injection-trained pharmacist working at my pharmacy at any time.

26. I shall ensure that publicly funded vaccines will only be administered within the geographical boundaries of the local public health unit where my pharmacy is located and will not be administered to hospital in-patients. There shall be collaboration with retirement homes, long-term care homes or congregate settings for the administration of publicly funded vaccines to residents of these places, if applicable.

Publicly Funded Vaccine Availability and Ordering

27. I shall receive publicly funded vaccines only through a vaccine supply source assigned by the ministry, at the ministry's sole discretion. I consent for the ministry to provide my contact information (as indicated in paragraph 22) and pharmacy name and address (as indicated in paragraph 21) to my assigned vaccine supply source, so that my assigned vaccine supply source may contact me regarding any related vaccine ordering processes or product related communication.

28. I shall ensure that only publicly funded vaccines that were ordered and received by my pharmacy location (as stipulated in paragraph 21) are administered by staff (as outlined in paragraph 14) working at my pharmacy to eligible recipients. I shall ensure that staff (as outlined in paragraph 14) working at my pharmacy location (as stipulated in paragraph 21) will not administer a vaccine to an eligible recipient that was ordered from another supplier or ordered and received by another pharmacy, health care provider or organization, including but not limited to retirement homes and long-term care homes at which my pharmacy may hold off-site clinics. I understand that the acquisition cost of vaccines administered in violation of this paragraph will not be publicly funded.

29. If my pharmacy administers a vaccine to an eligible recipient that is not publicly funded due to it being acquired by my pharmacy in a manner that violates paragraph 27, but such vaccine would have been publicly funded had it been acquired by my pharmacy in accordance with paragraph 27, then I shall ensure that the eligible recipient is not charged for the vaccine.

30. I agree that publicly funded vaccine that is ordered and received by my pharmacy location (as stipulated in paragraph 21) is solely intended for use by this location and will not be given (including lending, sharing, or otherwise providing) to any other pharmacy, health care provider and/or organization location I may own and/or be affiliated with.

31. I agree that publicly funded vaccine that is ordered and received by my pharmacy location (as stipulated in paragraph 21) will only be stored in the refrigerator at this location as stipulated in paragraph 21 and will not be stored in a refrigerator located at any other pharmacy, health care provider and/or organization I may own and/or be affiliated with.

32. I agree that there may be unanticipated restrictions on the availability of publicly funded vaccines and/or delays in vaccine delivery. I agree that my pharmacy is not entitled to receipt of publicly funded vaccine on any particular timeline.

33. I shall ensure that all publicly funded vaccines ordered and received through provincial supply channels are stored separately from any privately purchased vaccine stock. Publicly funded vaccines must be clearly identified, physically segregated, and managed in a manner that prevents mixing, substitution, or inadvertent use of publicly funded products for privately purchased vaccine services.

34. I shall submit reimbursement claims, unless an exception set out in a ministry policy applies, for doses of publicly funded vaccine administered by my pharmacy to the Health Network System (HNS) in accordance with the terms specified in my HNS Subscription Agreement for Pharmacy Operators, including any ministry policy that pharmacy operators must comply with under the HNS Subscription Agreement for Pharmacy Operators.

35. I shall not submit reimbursement claims for administered doses of publicly funded vaccine to the HNS that were claimed through any other funding mechanisms (e.g., the Interim Federal Health Program).

36. I agree to report to the ministry at immunization@ontario.ca any publicly funded vaccine dose(s) administered that were not eligible for reimbursement through the HNS (e.g., doses administered to individuals in the Interim Federal Health Program).

37. I agree that the ministry will determine the number of doses remaining at my pharmacy. The frequency at which these calculations occur will be stipulated by the ministry and will be communicated to my pharmacy.

38. I agree that the ministry will establish a threshold for doses remaining at my pharmacy which will be communicated to my pharmacy. I agree that if my pharmacy is above the established threshold, my pharmacy may be suspended from ordering additional doses of publicly funded vaccine.

39. I agree that the ministry will establish maximum order limits. I agree that if my pharmacy has ordered above the maximum order limits, my pharmacy may be suspended from ordering additional doses.

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40. I shall submit temperature logs for the refrigerator(s) storing publicly funded vaccine doses as stipulated by my local public health unit. I agree that failing to do so may result in the suspension of my pharmacy from ordering publicly funded vaccine.

41. I agree to verify the quantity of each delivery and to inform my distributor if there are any discrepancies with my order.

42. I agree that the ministry is committed to minimizing vaccine wastage, specifically to meet the provincial target of 5% or less. I shall make every effort to assist the ministry with achieving this commitment by reducing vaccine wastage at my pharmacy and to follow any ministry and/or my local public health unit direction in this regard. I agree that failing to do so may result in the suspension of my pharmacy from ordering publicly funded vaccine.

43. I agree to return vaccine wastage at the request of the ministry or local public health unit as per provincial requirements.

44. I agree to reimburse the ministry for the cost of any part of the vaccine inventory that is administered to individuals who are not eligible recipients or lost due to or relating to the negligence or willful misconduct of my pharmacy, its employees or any person for whom the pharmacy is responsible at law in performing their obligations in relation to the publicly funded vaccine programs.

Disclosure

45. I authorize the ministry to include my pharmacy information on an online vaccine locator tool that will be published by an organization working in collaboration with the ministry, so that the public may know when and where they may receive publicly funded vaccine at my pharmacy. I consent for the ministry to provide my contact information (as provided in paragraph 22) and pharmacy name and address (as indicated in paragraph 21) so that my pharmacy information may be included in the online vaccine locator tool. I understand that no personal information or personal health information will be included in the online vaccine locator tool.

46. I authorize the ministry to disclose publicly my pharmacy information, so that the public is aware that I am participating in the publicly funded vaccine programs. I consent for the ministry to disclose publicly my pharmacy name and address (as indicated in paragraph 21). I understand that no personal information or personal health information will be included in the disclosure of my pharmacy information.

Legal

47. I agree that the ministry will not provide legal counsel or legal advice to my pharmacy for any reason, including any questions about the User Agreement. I agree that I must seek legal advice from my own legal counsel, if required.

48. I agree that His Majesty the King in right of Ontario and His ministers, officers, employees, agents, and appointees ("Indemnified Parties") shall not be liable to me or any of my personnel for any costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit) arising out of or in any way related to my participation in the publicly funded vaccine programs.

49. I agree to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the administration of a publicly funded vaccine ("Indemnified Losses"), unless solely caused by the negligence or willful misconduct of the Indemnified Parties.

50. I agree that my pharmacy shall, at its expense, to the extent requested by the ministry, participate in or conduct the defence of any Indemnified Losses and any negotiations for their settlement.

51. I agree that the ministry may elect to participate in or conduct the defence of any Indemnified Losses by notifying my pharmacy in writing of such election without prejudice to any other rights or remedies of the ministry or the Indemnified Parties under this User Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's legal counsel. I agree my pharmacy shall not enter into any settlement of the Indemnified Losses unless it has obtained the prior written approval of the ministry. If my pharmacy is requested by the ministry to participate in or conduct the defence of the Indemnified Losses, the ministry agrees to co-operate and assist the pharmacy to the fullest extent possible in the Indemnified Losses and the related settlement negotiations. If the ministry conducts the defence of any such Indemnified Losses, my pharmacy agrees to co-operate and assist the ministry to the fullest extent possible in the Indemnified Losses and any related settlement negotiations.

Insurance

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52. I shall ensure that my pharmacy that will be administering the publicly funded vaccines has put in effect and shall maintain, at its own costs and expense, a policy of comprehensive general liability insurance providing coverage for a limit of not less than five million Canadian Dollars ($5,000,000 CAD) for each occurrence that will protect and save harmless my pharmacy and the Indemnified Parties in the case of an adverse event or lawsuit related to the storage, handling or administration of publicly funded vaccines by my pharmacy or otherwise in connection with this User Agreement. The insurance policy must:

- Be effective during the Immunization Period (time period from September 1, 2026 to August 31, 2027);
- Indicate the effective and expiry dates;
- Indicate the name of my pharmacy; and
- Name the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the pharmacy's obligations under, or otherwise in connection with, this User Agreement.

53. I agree that if my insurance policy for my pharmacy does not meet the criteria (as stipulated in paragraph 52) my pharmacy will not be able to obtain publicly funded vaccines.

54. I agree that statements of self-insurance will not be accepted as liability insurance.

55. I agree to provide a copy of the insurance policy described in paragraph 52 to the ministry, upon request.

56. Paragraphs 47 to 55 shall survive the expiry or termination of this User Agreement for a period of five (5) years.

Written Consent and Documentation

57. Prior to administering any publicly funded vaccine to an eligible recipient, I shall obtain consent from each eligible recipient or their substitute decision-maker if the eligible recipient is not capable of doing so themselves, in accordance with the *Health Care Consent Act, 1996*, and any applicable policies of the OCP.

58. I shall retain records of every dose of publicly funded vaccine administered. The record shall indicate, at minimum:

- Name, date of birth and address of the vaccine recipient;
- Name of vaccine administered, strength/dose (if applicable), lot number, expiry date, route and site of administration;
- Time, date, and location where the vaccine was administered; and
- Name, pharmacy address and signature of the injection-trained pharmacist, pharmacy technician, intern technician, pharmacy student, intern, RN or RPN who administered the vaccine.

59. I shall retain a record of the consent received (as stipulated in paragraph 57) in accordance with my obligations under the *Pharmacy Act, 1991* and the *Drug and Pharmacies Regulation Act, 1990* including the regulations under these Acts.

60. I agree the records stipulated in paragraphs 57 and 58 shall be subject to review and audit by the ministry without prior notice, at any time during the retention period during regular business hours, at the ministry's own risk and expense, for no less than 10 years from the last recorded pharmacy service provided to the eligible recipient, or until 10 years after the day on which the eligible recipient reached or would have reached the age of 18 years, whichever is longer ("retention period").

61. I shall provide a written or electronic record of immunization, which includes my pharmacy's contact information (name of pharmacy, contact telephone number, address) to each eligible recipient who receives a vaccine and will notify the eligible recipient's other providers, if applicable and as directed by the ministry.

Acknowledgment

62. I agree that my pharmacy's approval to participate in the publicly funded vaccine programs is contingent on:

- Submission of a completed 2026/2027 User Agreement;
- Receipt of a ministry email confirming User Agreement submission;
- A successful cold chain inspection from my local public health unit where my pharmacy is located;
- Receipt of a ministry email confirming acceptance to participate in the 2026/2027 Immunization Period;
- Having at least one (1) registered injection-trained pharmacist at my pharmacy; and
- Compliance with any policies issued by the Executive Officer of Ontario Public Drug Programs relating to the publicly funded vaccine programs.

63. I agree by submitting this User Agreement:

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- That I have authority to bind my pharmacy;
- That the information provided in this User Agreement is true and accurate;
- To contact the ministry and submit an updated User Agreement to immunization@ontario.ca if any information provided in paragraphs 21, 22 or 63 of my User Agreement changes;
- To contact the ministry and submit an updated Panorama Guided Workflow Interface System and Services Agreement (if applicable) to PanoramaGuidedWorkflow@ontario.ca if any information provided in paragraphs 21, 22 or 63 of my User Agreement changes;
- To contact my local public health unit and the ministry immediately, or at the latest within one (1) business day, if I no longer have at least one (1) registered injection-trained pharmacist working at my pharmacy at any time;
- That the ministry and/or my local public health unit, at their sole discretion, and for any reason, may suspend my pharmacy from ordering additional publicly funded vaccine at any time; and
- To comply with all the terms and conditions as set out in this User Agreement and that failure to comply with all terms and conditions may result in removal from the publicly funded vaccine programs.

Fields marked with an asterisk (*) are mandatory.

Individual submitting User Agreement who is authorized to bind the pharmacy	
Last Name *	First Name *
Position/Title *	Telephone Number *
Business Email Address *	

***Note in this Prequalification Form, the term “I”, “me” or “my” refers to the organization which you represent and is intended to refer to all persons in your organization. If you sign this Prequalification Form, you must have authority from your organization to do so and must be able to bind your organization to the requirements as set out in this Form.

Submission ID	
Submit Status	
User Type	
Application Language	E
Application Version	1.0
Form ID	014-4871-64
Form Number	014-4871-64
Form Title	User Agreement for Pharmacies with a Registered Injection-Trained Pharmacist Requesting Publicly Funded Vaccines
Form Template Path	/UIIPForms/1.0/Forms/
Applicant Email Address	
Applicant CC Email Address	
Applicant Email Body	
Applicant Subject	
Applicant From Email Address	

I have read this page (INITIALS) *

Program Area Email Address	
Program Area CC Email Address	
Program Area Email Email Body	
Program Area Email Subject	
Program From Area Email Address	
Do Encrypt	false
Do Attach XML	true
Do PDF Applicant	true
Include Attactment In Email	false
Success Message	Your request has been submitted. Email confirmation will be sent to
Error Message	Your submission failed. Please try again later.

***Note in this User Agreement, the term “I”, “me” or “my” refers to the organization which you represent and is intended to refer to all persons in your organization. If you sign this User Agreement, you must have authority from your organization to do so and must be able to bind your organization to the requirements as set out in this Form.

I have read this page (INITIALS) *