

FINAL TEMPLATE – January 1, 2007

THIS AGREEMENT made in duplicate
as of the First (1st) day of January, 2007

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("THE UNIVERSITY")
OF THE FIRST PART

AND

ANY FULLY AFFILIATED TEACHING HOSPITAL
("THE HOSPITAL")
OF THE SECOND PART

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PREAMBLE

The Hospital and the University share a joint mission of health and biomedical-related education and research. This Agreement provides a framework for that, and the parties agree to work cooperatively to respond to their evolving relationship. This relationship between the Hospital and University includes a willingness to identify joint academic missions and initiatives through mutual acknowledgments that recognize each other's contributions.

I INTRODUCTION

I.1 OBJECTIVE OF THE UNIVERSITY

The objective of the University is to enhance its teaching and research. In all its teaching and research programs the University is committed to collaborating with hospitals and other public sector institutions, where appropriate, to achieve the highest academic standards, to provide the best possible facilities and libraries, and to recognize excellence in teaching.

In seeking to achieve the above objective, the University is committed to four principles:

- i) respect for intellectual integrity, freedom of inquiry and rational discussion;
- ii) the fair and equitable treatment of all who work and study in the University, including clinical teachers;
- iii) a collegial form of governance; and
- iv) fiscal responsibility and accountability.

The above objective and principles govern the University's relationship with institutions with which it affiliates.

I.2 OBJECTIVES OF THE HOSPITAL

The objectives of the Hospital are to provide, promote and advance patient care in accordance with any and all legislative requirements by continuing to foster excellence in healthcare delivery, teaching and research. **[NTD: TO BE COMPLETED BY EACH HOSPITAL]**

In seeking to achieve the above objectives, the Hospital is committed to the following principles:

- i) fiscal responsibility and accountability;
- ii) the fair and equitable treatment of patients served by the Hospital as well as all who work and study at the Hospital, including clinical teachers and students; and
- iii) collegiality and respect.

I.3 BASIS FOR AFFILIATION

The University and the Hospital have a mutual interest in the enhancement of education of health professionals, research and evidence-based practice.

In order for the University to offer programs of education and professional training in health and health-related fields, it must have access to the facilities of healthcare institutions and organizations, so that it may offer clinical and practical experience to its students enrolled in these programs.

Because of its mission and facilities, the Hospital has resources and services necessary for the support of teaching and research and is willing to make them available to the University for teaching and research purposes as appropriate.

Because of its mission and facilities, the University has resources and services necessary for the support of teaching and research and is willing to make them available to the Hospital as appropriate.

Both the University and the Hospital recognize the role and the responsibility of the Hospital in the provision of health care.

Both the University and the Hospital recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members, including Hospital appointed or employed staff who have University appointments.

Notwithstanding the mutual respect of the University and the Hospital for academic freedom, All faculty (as hereinafter defined) remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Therefore, it is the purpose of this Agreement to provide a foundation upon which the University and the Hospital may collaborate and cooperate in their efforts to accomplish their objectives. Thus, the parties agree as set out below.

I.4 DEFINITIONS AND INTERPRETATION

I.4.1 Definitions

In this Agreement,

- a. *All faculty* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in b), d), e), f) and h) below.
- b. *All Health Professional faculty* means all faculty who are engaged in health professional practice; that is, all faculty in the categories defined in d) to f) below.
- c. *Chief* means the Chief, Head, Director or other clinical leader of a Hospital Medical-Dental clinical Department or program.
- d. *Clinical faculty* means an individual or individuals licensed to practice medicine in Ontario, holding a Medical-Dental staff appointment on the Active staff (or equivalent) of the Hospital and appointed in accordance with the University Policy for Clinical Faculty as Clinical faculty in a University Faculty of Medicine Clinical Department.
- e. *Dentistry faculty* means an individual or individuals licensed to practice dentistry in Ontario, holding a Medical-Dental staff appointment on the Active staff (or equivalent) of the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.
- f. *Health Science faculty* means an individual or individuals who are health professional employees or staff in the Hospital and appointed in a University Faculty or Department. Health Science faculty are not Clinical faculty or Dentistry faculty.
- g. *Joint Committee* means an ad hoc committee comprised of equal numbers of representatives from the University and Hospital, which may be struck by either party as needed to address issues arising from this Agreement, relations between the parties and proposed changes to the policies of either institution that are referred to it. A Joint Committee will meet on an as

needed ad hoc basis, at times and locations to be mutually agreed to by the parties. Either party may call a meeting of a Joint Committee. The Committee will be co-chaired by the Vice-Provost, Relations with Health Care Institutions and the Hospital President and Chief Executive Officer (or their delegates), each of whom will appoint members to represent their institution. The Committee may at its discretion add ad hoc members in equal numbers from the Hospital and University from time to time to assist it with any issue.

- h. *Scientist* means an individual who is both employed by the Hospital to conduct research and appointed in a University Faculty or Department. This individual engages in both research and education to fulfill the joint academic mission of the Hospital and University.
- i. *Student* means a person formally registered in a Faculty or Department of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Hospital in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- j. *Teaching Programs* means programs within various University Faculties or Departments (including, but not limited to: Medicine, Dentistry, Nursing, Nutritional Science, Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, Social Work, Health Administration, Physical Therapy, Physical Education and Health, Occupational Therapy and Speech Language Pathology) that place Students in the Hospital.

I.4.2 Interpretation

- a. Subject to the terms of this Agreement, the University and the Hospital have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- b. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- c. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Hospital under their respective constituting statutes, letters patent, governing legislation, by-laws or policies.
- d. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- e. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Hospital and the University.
- f. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations made under such specific legislation, as amended from time to time.
- g. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

I.5 APPLICABILITY OF UNIVERSITY POLICIES TO THE HOSPITAL AND AMENDMENT OF UNIVERSITY POLICIES

i) The Hospital agrees to cooperatively engage with the University in implementation of the clinical Student teaching placements (attached as Schedule 1), as amended by agreement of the Hospital and the University from time to time.

ii) The Hospital agrees that it is bound by the following University policies, procedures, guidelines and protocols (as amended by agreement of the Hospital and the University from time to time) referred to in the Agreement and attached as Schedules to the extent such policies, protocols, guidelines and procedures bind or create obligations for the Hospital:

- Policy for Clinical Faculty (Schedule 2)
- Procedures Manual for Policy for Clinical Faculty (Schedule 3)
- Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (Schedule 4)
- Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (Schedule 5)
- Policy on Endowed Chairs, Professorships, Lectureships and Programs (Schedule 6)

Any proposed changes to the University's Policy for Clinical Faculty (attached as Schedule 2), or its Procedures Manual (attached as Schedule 3) will be referred to the Clinical Relations Committee.

With respect to any proposed changes to the other three policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed changes. If agreement cannot be reached in that process, the matter will be referred to an ad hoc Joint Committee.

iii) The Harmonization of Research Policies (attached as Schedule 7) provides that the University and the Hospital will work together to ensure the highest standards of ethical conduct in research, and to ensure the greatest possible degree of compatibility of their research policies and procedures. Both parties will work together and synergistically to update and harmonize their research environments in the areas addressed in Schedule 7. The policies listed below in this subsection have already been harmonized through this University-Hospital process. Each policy shall either be used by the Hospital as is, or be adapted by the Hospital to conform to the Hospital's specific circumstances, provided that this adaptation does not change the substance of the policy. The University and the Hospital are bound by these harmonized policies, as amended by agreement of the Hospital and the University from time to time. The University and the Hospital will continue the harmonization process, and new harmonized research policies may be added to this Agreement through amendments as they are agreed to by the parties.

- Harmonization of Research Policies (Schedule 7)
- Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital (Schedule 8)
- Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (Schedule 9)
- Protection for Intellectual Freedom and Publication Rights (Schedule 10)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (Schedule 11)
- Principles and Responsibilities Regarding Conduct of Research (Schedule 12)
- Guidelines to Address Allegations of Research Misconduct (Schedule 13)

With respect to any proposed changes to the Harmonization of Research Policies (attached as Schedule 7), revisions will be made by mutual agreement of the parties and will be effective upon the written confirmation of the Hospital President and Chief Executive Officer and the President of the University or the Vice-Provost, Relations with Health Care Institutions.

With respect to any proposed changes to the other policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital through its Vice-President Research who participates in the Toronto Academic Health Science Network Hospital/University Research Coordinating Committee with the goal of obtaining the Hospital's agreement to be bound by the proposed changes or, if the Hospital has a harmonized policy, to amend the Hospital's policy accordingly. If agreement cannot be reached through this process, the matter will be referred to an ad hoc Joint Committee.

iv) With respect to the University policies, procedures, codes and similar documents referred to in the Agreement that are listed below in this subsection, the Hospital is not bound to these and is not obligated to enforce them. However the Hospital recognizes and respects that University faculty and Students working in the Hospital are bound. Therefore the Hospital will endeavour to avoid conflicts between these policies and Hospital policies and procedures and to advise the University of potential conflicts.

- Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (Schedule 14)
- Policy On Appointment of Academic Administrators (Schedule 15)
- Policy on Conflict of Interest Academic Staff (Schedule 16)
- Guidelines for the Assignment of Postgraduate Medical Trainees (Schedule 17)
- Graduate Supervision Guidelines for Students, Faculty and Administrators (Schedule 18)
- Code of Student Conduct (Schedule 19)
- Code of Behaviour on Academic Matters (Schedule 20)
- Governing Council Report of the Provostial Committee on Centres and Institutes (Schedule 21)
- Policy and Procedures on Academic Appointments (Schedule 22)
- Policy on Ethical Conduct in Research (Schedule 23)
- Policy on Research Involving Human Subjects (Schedule 24)
- Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical conduct (Schedule 25)
- Publication Policy (Schedule 26)
- Policy on Naming (Schedule 27)
- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (Schedule 28)

If the University changes any of these policies, it will advise the Hospital of the changes if the Vice-Provost, Relations with Health Care Institutions determines that the Hospital should be advised. With respect to any changes of which it is advised, the Hospital will endeavour to avoid conflicts between the changed policies and Hospital policies and procedures and to advise the University of potential conflicts.

Where the policies of the University referred to in this subsection and the policies of the Hospital are in conflict, the matter will be referred to an ad hoc Joint Committee or to other committees as specified in this Agreement or as appropriate.

v) If the University proposes to implement any new policy, procedure or guideline which could have an impact on the parties' obligations under the Agreement, the University will advise the Hospital. If a proposed new University policy, procedure or guideline includes Hospital obligations, the University will work collaboratively with the Hospital with the goal of obtaining the

Hospital's agreement to be bound by the proposed policy, procedure or guideline. In no event will any new policy, procedure or guideline that is not agreed to by the parties be binding on the parties.

vi) The University and the Hospital will each use their best efforts to inform their appointees and staff of their respective policies and of the importance of adhering to them.

II APPOINTMENT OF STAFF AND OVERSIGHT BY UNIVERSITY DEPARTMENT CHAIRS AND DEANS

II.1 INTRODUCTION

The parties recognize that it is primarily through their health professionals that they are able to achieve excellence in their endeavours, and that a primary instrument for effecting this affiliation is through the concurrent appointment of those who teach Students in the Hospital. In making such appointments, the parties will respect the staff appointment policies of each other. In addition, they will cooperate with each other in their efforts and processes to maintain excellence, particularly in relation to staff assessment and promotion, program evaluation and Student evaluation of staff.

As per subsection II.3.2 below, all dentists and physicians on Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must hold a current University appointment. Apart from those dentists and physicians, not all Hospital health professionals will have University appointments. Only those who are in Hospital clinical and other relevant Departments and programs that may be listed in the clinical Student teaching placements and who teach University Students will have a University appointment.

II.2 POLICIES GOVERNING APPOINTMENTS

The appropriate policies of each party will be followed by that party in the hiring, appointment, promotion, disciplining, suspension and termination of staff by such party. The terms and conditions of the appointment of staff are detailed in the appropriate documents of the two parties. The review, renewal or non-renewal and termination processes for both University and Hospital appointments shall be done in accordance with the respective policies of the University and the Hospital as appropriate.

The University will appoint Clinical faculty in accordance with the Policy for Clinical Faculty (attached as Schedule 2) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3). For all staff to whom the Policy for Clinical Faculty does not apply (i.e. non-physician staff), University appointments will be made in accordance with the Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14).

II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF

II.3.1 Staff Complement

The Hospital Medical-Dental Active staff (or equivalent) of each of the clinical Departments and/or programs of the Hospital where Students are taught (as listed in the clinical Student teaching placements) shall consist of a Chief and such other members as it is mutually agreed upon from time-to-time between the Hospital and the University as are necessary to render exemplary teaching and research.

II.3.2 University Appointment

All dentists and physicians on Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the University's Faculty of Dentistry or Faculty of Medicine, as the case may be, at such ranks and of such categories as the University may determine.

If any such dentist or physician ceases to hold either a Hospital or University appointment, the institution where this occurs shall promptly inform the other. This communication shall be the responsibility of the Hospital President and Chief Executive Officer (or delegate) and the Dean of the Appropriate Faculty.

II.3.3 Hospital Appointment

Hospital appointments of dentists to the medical/dental staff of any clinical program or service, now or hereafter established, shall be made in accordance with the Hospital's by-laws, policies and/or procedures. In the case of dentists who will teach Students and will be responsible for a course or a substantial part of a course and/or grade Students, the Hospital appointment may be made only upon the recommendation of both the Chief of the Hospital Department and the Dean of the Faculty of Dentistry.

Hospital appointments of physicians to the medical/dental staff, now or hereafter established, will be made in accordance with the Hospital's by-laws, policies and/or procedures and, in the case of physicians who qualify for University appointments under the University's Policy for Clinical Faculty (attached as Schedule 2), having regard to and reasonably consistent with the Policy for Clinical Faculty (attached as Schedule 2) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3).

Nothing in this Agreement shall be interpreted to limit the Hospital's right to alter, suspend or terminate the privileges of its physicians or dentists in accordance with its by-laws and the *Public Hospitals Act* or to require approval of the University in such circumstances.

II.3.4 Terms and Conditions of Dentistry Faculty Appointments

The terms and conditions of Dentistry Faculty appointments are set out in the University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Assignment of clinical responsibilities and related compensation arrangements for clinical practice are the prerogative of the Hospital and/or practice plans.

Each member of the Dental faculty will conclude annually with his/her clinical Chief and the Dean of the Faculty of Dentistry, agreements which state her/his University salary if any, and which sets out her /his responsibilities to the University and the Hospital for teaching, research and administration. Assignment of clinical responsibilities and related compensation arrangements for clinical practice are the prerogative of the relevant clinical Chief. These agreements will be disclosed on request to the Hospital's President and Chief Executive Officer (or delegate) and the Vice-Provost, Relations with Health Care Institutions.

II.3.5 Terms and Conditions of Clinical Faculty Appointments

- a) University Policy for Clinical Faculty and its Procedures Manual

The parties recognize that Clinical faculty are essential to the University's academic mission. They also recognize that the situation of clinical faculty is very different from that of University-salaried tenured faculty. They therefore agree to follow the University's Policy for Clinical Faculty (attached as Schedule 2) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3).

b) Appointment of Clinical faculty

The Faculty of Medicine will appoint Clinical faculty in accordance with the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3). The long-term goal of the University and the Hospital is to have their joint academic mission served primarily by the appointment of full-time Clinical faculty. The criteria for appointments are set out in Procedure 2.0, section VI in the attached Schedule 3.

It is acknowledged by both the University and the Hospital that Clinical faculty members are intended to be appointed as full-time academic appointees to the University of Toronto; however, there may be specific cases where the Hospital has compelling reasons for the University to grant a part-time clinical faculty appointment to a Hospital active staff member or equivalent in order to facilitate the provision of clinical services. Part-time appointments will be acceptable only in University Departments, or for specific individuals within a specific Department, as agreed to from time to time by the University Departmental Chair, University Dean of Medicine, the Hospital Vice-President Education (or equivalent) and the Hospital Departmental Chief.

c) Academic Group Practices

The Hospital and the University shall have policies requiring Clinical faculty to develop academic group practices through which funds from professional practice will be collected by the physician group and used for academic enrichment of the Hospital Department concerned. These policies will require that arrangements under which these group practices function should be consonant with the patient care responsibilities of the Hospital and the joint academic mission of the University and the Hospital.

In accordance with the Procedures Manual for Policy for Clinical Faculty, in general Clinical faculty with full time academic appointment must participate in a Conforming Practice Plan or its equivalent.

d) Dispute resolution For Academic Disputes

Academic disputes involving Clinical faculty members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes, as set out in Procedure 3.0 in the attached Schedule 3.

The Hospital accepts the jurisdiction of the (Clinical Faculty) Academic Clinical Tribunal (set out in Schedule 3) as regards disputes involving academic freedom concerns in the clinical setting, and agrees to be bound by the Tribunal's decision, which will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of academic freedom, and a delineation of the implications of the breach for the complainant. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Hospital, or to substitute any new provision thereof. The decision shall be final and binding on the complainant and the Hospital.

II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY

Health Science faculty may be given University appointments in the appropriate Faculty at such rank and in such category as the University may determine. Proposed Health Science faculty will not be given University appointments without first obtaining the consent of the Hospital's President and Chief Executive Officer or her/his delegate.

Those Health Science faculty holding appointments at the Hospital who teach University Students and are responsible for a University course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Faculty of the University at such ranks and of such categories as the University may determine.

The University may develop further policies and guidelines governing Health Science faculty.

To facilitate the appointment to the University of senior professional staff and practice leaders of the Hospital, the President and Chief Executive Officer of the Hospital (or delegate) will consult with the Deans (or their delegates) of the appropriate University Faculties and Departments when such appointments are made to the Hospital, and, if appropriate, invite the Deans to be members of Hospital selection and appointment committees.

II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL MEDICAL-DENTAL DEPARTMENTAL CHIEFS, HEADS AND DIRECTORS

II.5.1 Chiefs

The appointment of a Chief of a Medical or Dental clinical Department now or hereafter established, shall be made by the Hospital upon the recommendation of a search committee established for that purpose by the President and Chief Executive Officer of the Hospital. Each search committee will include:

- Dean of the Faculty of Dentistry or Medicine or her/his representative;
- Chair of the relevant University Department (where applicable); and
- Such other persons as the Hospital deems appropriate.

A Chief shall be appointed by the Board of the Hospital for one (1) five-year term to commence on the termination date of the previous Chief or as soon thereafter as practicable.

Prior to the re-appointment of a Chief who has served in that capacity for one (1) five-year term, there shall be a major performance review, by a committee established by the Hospital's President and Chief Executive Officer, with representation from the Dean of Medicine, or delegate and the appropriate Department Chair or Dean of Dentistry.

Prior to the re-appointment of a Chief who has served in that capacity for two (2) consecutive five-year terms, there shall be a formal open search to which the existing Chief may apply. The search will be conducted by a committee appointed on the terms and conditions set out above.

In extraordinary circumstances, after two (2) consecutive five-year terms, the incumbent may be given consideration for an additional appointment. Thus, the search committee may recommend to the Hospital's President and Chief Executive Officer that the incumbent be re-appointed without a more extensive search process. In such cases, the search committee will be required by the Hospital's President and Chief Executive Officer to document the reasons for this recommendation. The Hospital's President and Chief Executive Officer will then decide whether to accept the recommendation or to ask the search committee to conduct a broader search with the understanding that the incumbent may be a candidate if he/she so wishes.

Notwithstanding the above, in the case of a very small Department (generally understood to be Departments having five (5) or fewer physicians), it may be impractical to appoint a new Chief based on a ten-year rotation policy. Hence, in such Departments, the Hospital, in consultation with the University, may waive the turnover policy.

After three (3) consecutive five-year terms, a broad search will be conducted even if the incumbent is a candidate for the position.

Subject to the above, the appointment of a Chief of a Medical or Dental Department now or hereafter established shall be made in accordance with the Hospital's by-laws, policies and/or procedures.

II.5.2 Heads of Divisions and Directors of Subspecialties

The appointments of Heads of Divisions and Directors of Subspecialties of a medical or dental clinical program now or hereafter established will be appointed by the Chief after receiving a recommendation on the appointment from a search committee which will include the Hospital's President and Chief Executive Officer or her/his delegate, the Department Chair or her/his delegate, and other individuals as may be added at the discretion of the Chief. The Head shall be appointed for one (1) five-year term to commence ordinarily on July 1.

Re-appointment of a Division Head or Director of a Subspecialty shall be based on the outcome of a five-year review. The review of the Division Head or Director will be conducted by a committee composed of the Chief, the President and Chief Executive Officer of the Hospital or delegate, the Department Chair or delegate, and other members as needed. A Division Head or Director of a Subspecialty shall not normally serve in that capacity for more than two (2) consecutive five-year terms. It is understood that at the end of the ten-year period, or as soon thereafter as practicable, and again (if appropriate) at the end of a fifteen-year period of the appointment of such a Division Head or Director, a search committee shall be struck by the Chief for the purpose of selecting an individual to head the Division or Subspecialty, with the understanding that the incumbent may be a candidate if he/she chooses to submit her/his name.

In extraordinary circumstances, after two (2) consecutive five-year terms, the search committee may recommend to the Chief that the incumbent should be re-appointed without going through a broader search process involving the interview of other candidates. Documentation of the reasons supporting this recommendation must be submitted to the Chief, and he/she may then decide whether to accept this recommendation or to ask the search committee to conduct a broader search involving other candidates, with the understanding that the incumbent may choose to submit her/his name if he/she so desires.

Notwithstanding the above, in the case of a very small division (generally understood to be Divisions having five (5) or fewer physicians), it may be impractical to appoint a new Division Head or Director of a Subspecialty based on a ten-year rotation policy. Hence, in such Divisions or Subspecialties, the President and Chief Executive Officer of the Hospital, in consultation with the University, may waive the turnover policy.

Subject to the above, the appointment of a Head of Division of a medical or dental clinical program now or hereafter established shall be made in accordance with the Hospital's by-laws, policies and/or procedures.

II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS

In the search for an appointment of a Department Chair the University will follow its Policy on Appointment of Academic Administrators (attached as Schedule 15). When the University wishes to appoint a staff member of the Hospital as a Department Chair, the Dean of the appropriate Faculty will consult with the Hospital's President and Chief Executive Officer prior to offering the position to the staff member concerned.

II.7 APPOINTMENT OF CHAIRS OF UNIVERSITY CLINICAL DEPARTMENTS

If, prior to initiating a search, it has been determined in advance that the individual who will be appointed Chair of the University Department will concurrently be appointed Chief of a Hospital Medical or Dental clinical program, the Hospital's Board of Directors will be invited to propose two representatives as members of the search committee. In the case where the Department Chair's appointment involves the use of significant resources of other fully-affiliated hospitals where the Department Chair is not the Chief, the Dean will discuss the appointment with the President and Chief Executive Officer of that (those) Hospital(s) prior to making a final decision.

II.8 APPOINTMENT OF SCIENTISTS

II.8.1 Policies and Procedures to be Followed

The parties will encourage the concurrent Hospital employment and University appointment of Scientists between their institutions. During these processes, the policies and procedures of the parties will be followed appropriately.

The University and the Hospital may develop further policies or guidelines governing Scientists.

II.8.2 Responsibility for Appointments

Within the University, the responsibility for making the decision to offer an appointment and for determining the rank and type of appointment lies with the Department Chair or Dean of the respective Faculty. Within the Hospital, appointment responsibility resides with the Hospital's President and Chief Executive Officer or his/her delegate.

II.8.3 Responsibilities of Concurrent Appointees

Prior to recommending a University appointment for a Scientist, the Department Chair, Director or Dean of the University Department, Institute or Faculty as appropriate, will prepare a letter defining the specific University responsibilities of the proposed appointee, and referring to applicable University policies and to the concurrent Hospital appointment. This letter will be reviewed by the Hospital President and Chief Executive Officer or his/her delegate and signed by the proposed University appointee. Similarly, with respect to the Hospital appointment, the Hospital will prepare a letter defining the Hospital responsibilities of the proposed appointee, and referring to applicable Hospital policies and to the concurrent University appointment, and the letter will be reviewed by the University and signed by the proposed Hospital appointee. The duties of Hospital appointed staff who are awarded a University appointment will normally include, in addition to their Hospital duties, University teaching at any of the undergraduate, graduate and postgraduate levels, attendance at University Departmental seminars and meetings, and contributions to the administrative responsibilities and overall life of the University Department and/or Faculty.

II.9 APPOINTMENT OF SENIOR STAFF OF THE HOSPITAL AND OF THE HEALTH SCIENCE DIVISIONS OF THE UNIVERSITY

Because of the mutual importance of the appointments of the President and Chief Executive Officer of the Hospital, and other senior officers of the Hospital including, but not limited to those responsible for Dentistry, Health Administration, Medicine, Nursing, Pharmacy, Psychology, Physical Therapy, Occupational Therapy, Social Work and Speech Language Pathology, the Hospital will in general invite the University through the Vice-Provost, Relations with Health Care Institutions, to name a University representative to the search and selection committees for such officers.

Because of the mutual importance of the appointments of the Vice-Provost, Relations with Health Care Institutions and the Deans of the Health Science Faculties, the University will in general invite representation from the Toronto Academic Health Science Network to be part of the University search committees.

II.10 FINANCIAL ARRANGEMENTS

Where appropriate, and upon mutually acceptable written terms, the parties will arrange to share and recover from and/or through each other, whole or part of the costs of remunerating staff who hold both a University and a Hospital appointment. Further, in finalizing any arrangements to share or recover the costs of remuneration of staff, the parties also accept their responsibility for the costs of any benefits that staff members may receive by virtue of their relationship with the other party, unless agreement to do otherwise is given mutually in writing.

II.11 CONFLICT OF INTEREST AND COMMITMENT OF UNIVERSITY APPOINTEES

The University expects All faculty to perform their duties in accordance with the Policy on Conflict of Interest Academic Staff (attached as Schedule 16), which sets out the University's expectations for its academic members of staff concerning their commitment to the University's mission, goals and objectives in relation to their outside and related activities.

III TEACHING

III.1 INTRODUCTION

The Hospital acknowledges that the University is primarily responsible for the Teaching Programs in which the University's Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Hospital recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by all Health Professional faculty who are engaged in the academic teaching mission in the planning, administration, funding, presentation and review of its Teaching Programs, as well as the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate. The Hospital and the University are committed to maintaining coordination, avoiding duplication and fostering effective synergism in their total education efforts. Thus, they will consult on all new programs and plans with the intent of identifying early areas and projects for joint development. Further, they will exchange education evaluation data and all information relevant to their joint education mission in a timely fashion, unless prohibited by law or University or Hospital policy. This liaison and communication will be effected through the Vice-President Education (or equivalent) of the Hospital, and appropriate Deans or their delegates in the Health Science Faculties. The Hospital University Education Committee (Faculty of Medicine) and the Hospital University Nursing Education Committee (Faculty of Nursing) will ensure that appropriate processes and structures are in place for their respective Faculties to effect the above goals and cooperation. Communication between the Hospital and the rest of the University will be effected through the Vice-Provost, Relations with Health Care Institutions.

The Hospital recognizes the University's interest in program priorities because of their effect on teaching, and will accordingly involve the University in any reassessment of those priorities, in part through the representation of the University on the Hospital Board.

The parties will support the efforts and requirements of each other to achieve and maintain excellence in teaching, particularly through such processes as Departmental and institutional reviews, accreditation

surveys, staff evaluations, program assessments, Student evaluations and constructive criticism and evaluation. The parties accept their responsibilities to each other with regard to teaching, within the limits of their financial resources and respective policies.

The University and the Hospital agree to follow the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 4).

The University (including faculty, staff and students) and the Hospital share responsibility for creating a learning environment at the Hospital that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in their learners. The learning environment includes formal learning activities as well as attitudes, values, and informal "lessons" conveyed by individuals with whom the student comes in contact.

III.2 HOSPITAL TEACHING COMMITMENT

The University and Hospital agree that certain Hospital Departments and/or programs will engage in teaching, and that some or all of the Hospital health professionals in those Departments and/or programs will have University appointments and will teach University Students.

The University and the Hospital will work together in a reciprocal planning process to determine the appropriate number of Student clinical teaching placements by program and in the context of curriculum requirements.

University health professional education programs will prepare annually an outline of the curriculum that needs to be delivered and proposed clinical Student teaching placements.

The University will deliver the proposed clinical Student teaching placements to the Hospital at least 10 months in advance of the start of each academic year (which ordinarily commences July 1). The Hospital will consider whether they can accommodate this request, and the Hospital and the University will negotiate in good faith to reach agreement on the proposed clinical Student teaching placements at least 8 months in advance of the start of each academic year. Any subsequent changes to teaching placements in the clinical Student teaching placements will be agreed upon between the program leader of the cognate University Faculty, Department or program and the Vice-President Education (or equivalent) at the Hospital at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate Dean, or, if relevant, Department Chair, and the Hospital's President and Chief Executive Officer will intervene to negotiate an agreement.

The University curriculum, the number of Students needing placements and the Hospital's ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual clinical Student teaching placements.

The Hospital undertakes that any teaching of students from other educational institutions will not compromise its ongoing teaching commitment to the University. The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17), any assignment of Students to other hospitals (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital.

Attached as Schedule 1 is a blank clinical Student teaching placements form. A detailed clinical Student teaching placements form will be developed in the first year of the Agreement, and will be modified on an annual basis, and will, with agreement of both parties, replace Schedule 1 to this Agreement.

III.3 STUDENTS

III.3.1 Placement of Students

Students registered in any Faculty, Department or Program of the University will generally be permitted to take instruction and gain clinical and/or practical experience in the Hospital, provided that appropriate services are offered at the Hospital, subject to the Hospital's ability to offer such instruction and/or experience. The Hospital will provide services and facilities upon the terms and conditions hereinafter set out.

The placement of Students will be based on pedagogic interests, including the need for a wide range of learning experiences, and on requirements of applicable regulatory bodies, and subject to the Hospital's ability to offer such instruction and/or experience.

The Faculty of Medicine will assign postgraduate Students to teaching hospitals and other clinical institutions in accordance with the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17).

Students enrolled in Departments and Faculties including, but not limited to, the Departments of Occupational Therapy, Physical Therapy, Speech/Language Pathology and Radiation Oncology, and the Faculties of Nursing, Pharmacy, Dentistry and Social Work are assigned to teaching hospitals and other clinical institutions in accordance with the curriculum plan for each clinical course or program and on the Hospital's ability to provide an appropriate placement.

All graduate Students and their supervisors in the Hospital will follow the University's Graduate Supervision Guidelines for Students, Faculty and Administrators (attached as Schedule 18). Recognizing the administrative responsibilities and work associated with the enrolment and teaching of graduate Students, the Hospital will endeavour to provide some administrative support in partnership with the relevant University Graduate Department.

III.3.2 Transfer of Students

The Hospital will transfer Students of the University assigned to it for clinical training and experience to another hospital or clinical facility only in collaboration with and with approval of the appropriate Department Chair and Dean or their delegates. However, provided they inform the University, the Hospital may, at its discretion, assign Students to clinical training activities in community clinics for part of the Student's rotation at the Hospital.

III.3.3 Termination of Student Placement for Unacceptable Behaviour

The University recognizes the right of the Hospital, after consultation with the appropriate University Dean or Department Chair, to terminate the placement in the Hospital of an individual Student, if the Student's behaviour or activities are considered by the Hospital to be unacceptable. If the behaviour, conduct or activities of a Student are considered to be unacceptable, that Student will be treated by the University in accordance with the University's Code of Student Conduct (attached as Schedule 19) and by the Hospital in accordance with any applicable Hospital policies.

Notwithstanding the above, if in its sole discretion the Hospital determines that a Student's behaviour or activities place patient safety at risk, or unreasonably interferes with the operation of the Hospital's programs or services, the Hospital may remove the Student from patient contact immediately and, after contacting the appropriate Dean or Department Chair so that the University can take interim measures under its Code of Student Conduct, may terminate the Student's placement.

III.3.4 Code of Behaviour on Academic Matters

In order to protect the integrity of the teaching and learning relationship, the University's Code of Behaviour on Academic Matters (attached as Schedule 20) will apply to its staff and Students in the Hospital.

III.4 HOSPITAL CLINICAL PROGRAM PLANNING AND REVIEW

III.4.1 Program Planning

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of All faculty in the presentation of clinical and practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a Department or program at the Hospital, the Deans of the University's Health Science Faculties, or their delegates, will invite the Hospital to participate in the planning of the programs and experiences to be offered to Students in related Departments at the University. Hospital participation could range from representation on University divisional/departmental education/curriculum committees to informal meetings between course coordinators and Hospital preceptors.

The Hospital will notify the appropriate Dean or her/his delegate(s) of any proposed change in Hospital strategic plans and Ministry of Health and Long-Term Care or Local Health Integration Network accountability agreements that would affect directly or indirectly the Teaching Programs of the University and/or the practical experiences offered to Students and invite the University to comment prior to making any such changes.

III.4.2 Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the University. In addition, Students are asked regularly to evaluate the performance of teaching staff following a particular course, part of a course or practical experience. Department Chairs and Deans also review annually the performance of academic staff in all areas of staff responsibilities including teaching.

The Hospital acknowledges the importance of these and other measures to the mission of the University, recognizes that they also bear upon the success of the Hospital in achieving its own objectives and accordingly agrees to support and assist the University and the Faculties corresponding to Hospital departments where Students are taught in their efforts to maintain the quality of its Teaching Programs.

The University will use its best efforts to provide the Hospital with copies of the usual performance evaluations by Students of the Hospital's teaching staff. The University acknowledges the importance of these evaluations to the mission of the Hospital and recognizes that they also bear upon the success of the Hospital in achieving its own objectives.

III.4.3 Responsibility to Inform of Circumstances Affecting Teaching Programs

The parties acknowledge that decisions of accreditation authorities and other circumstances may affect Teaching Programs, and they agree to inform each other of any such circumstances.

III.4.4 Availability of Patients for Teaching

The Hospital will allow Students, for teaching purposes, access to such of its patients and their personal health information, both in-patients and ambulatory patients, as are necessary to meet its teaching commitments set out in the clinical Student teaching placements, subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by the patients themselves, including any exercise of their right to refuse Student access.

The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of the Students accepted by the Hospital for clinical training and experience. In exceptional circumstances if the Hospital ascertains that it will not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate Department Chair or Dean and assist in ensuring alternate arrangements are made for the Students.

The University will comply with all applicable privacy laws, including the *Personal Health Information Protection Act*, 2004 and agrees that it will require all Students to comply with all applicable privacy laws and Hospital policies and procedures.

III.4.5 Facilities

The Hospital will provide space for instruction with appropriate services for clinical instruction as agreed to by the Hospital Education Coordination Office and/or the Hospital's Vice-President Education (or equivalent) and the Faculty's Deans. Where practicable, the Hospital will provide the necessary information technology facilities for clinical instruction including hardware and relevant software.

The sharing of infrastructure expenses between the University and the Hospital will be negotiated in good faith from time to time among the University Department Chairs, the Deans and the Hospital's Vice-President Education (or equivalent).

III.4.6 Continuing education

The University is committed to providing opportunity for All faculty to enhance their education skills through faculty development. University Departments and Programs will facilitate the professional development of All faculty through appropriate educational methods (such as interactive seminars, workshops and on-line education skill development programs) relevant to the delivery of clinical teaching and learning.

IV NON-DISCRIMINATION AND HUMAN RIGHTS

The University and the Hospital are committed to human rights and agree to comply with the Ontario Human Rights Code and other applicable rights and equity legislation. The parties remain alert and sensitive to the issue of fair and equitable treatment for all.

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party agrees to take proactive measures to ensure its environment is free from such discrimination and harassment and to have statements as to how each will deal with allegations of prohibited physical, verbal and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 5) for determining which sexual harassment policy applies and whether the University or the Hospital takes carriage of a complaint.

V RESEARCH

V.1 INTRODUCTION

The Hospital and the University recognize that research in the health and related sciences will consist of programs which may be conducted either totally in one or more teaching hospitals, totally on the premises of the University, or partly in a hospital and partly in the University.

The Hospital and the University will endeavour to maintain coordination and foster effective synergism in their total research efforts. Thus, in keeping with this commitment, they will consult on new research programs and plans with the intent of identifying early areas and projects for joint development. Further, they will exchange research funding data and information annually. This liaison and communication will be effected through the Vice-President Research Administration of the Hospital or equivalent, and appropriate Deans in the Health Science Faculties. The Hospital/University Research Coordinating Committee (HURCC) will ensure that appropriate processes and structures are in place to effect the above goals and cooperation.

In achieving their common goals in research, the parties will involve each other in their research strategic planning and recruitment processes. They will support the efforts and requirements of each other to achieve and maintain excellence. They will endeavour to coordinate their efforts in research, research support, development and public relations, and in seeking and maintaining linkages with funding agencies, industry and governments. They will assist and cooperate with each other's review and accountability processes when requested and will offer constructive evaluation and criticism of each other's total research efforts. The parties accept their responsibilities to each other with regard to research within the limits of their financial resources.

V.2 CENTRES, INSTITUTES AND EXTRA-DEPARTMENTAL UNITS

The Hospital and the University recognize that it is appropriate from time to time to take advantage of the synergy created by bringing together experts in a new or interdisciplinary field into a new administrative organization. In establishing such administrative units, the University will follow the provisions of the Governing Council Report of the Provostial Committee on Centres and Institutes (attached as Schedule 21). If, in creating such units, the Hospital wishes a unit to be designated as a University unit, then the procedures and requirements of Schedule 21 will be followed.

V.3 RESEARCH CHAIRS AND PROFESSORSHIPS

In the establishment and maintenance of research chairs and professorships, the University's Policy on Endowed Chairs, Professorships, Lectureships and Programs (attached as Schedule 6) will be followed.

In making appointments of persons to endowed or designated chairs or professorships, the University's Policy and Procedures on Academic Appointments (attached as Schedule 22) or the Policy for Clinical Faculty (attached as Schedule 2) and its Procedures Manual (attached as Schedule 3), where relevant, will be followed.

V.4 GRANT ADMINISTRATION

Concerning research projects of staff holding concurrent appointments, the following procedures will apply.

- i) All grant applications to be administered by the University will be signed by a) the Chair of the University Department in which the principal investigator holds her/his primary appointment, and b) the Dean, and counter-signed on behalf of either or both the Hospital and the University, as follows below in ii) and iii). The Dean may delegate signing authority to the Vice-Dean, Research. For grant applications to be administered by the Hospital, the Department Chair's signature is not required. However, a copy of the cover sheet and a summary of each submitted grant should be provided to the Chair of the Department in which the Principal Investigator holds her/his primary appointment.
- ii) When the research grant is to be administered by the University, senior signing authority will be vested in the President of the University (or his/her delegate). A copy of the cover sheet and a summary of each submitted grant application should be provided to the Hospital if the Scientist reports to the Hospital Vice-President Research.
- iii) When the research grant is to be administered by the Hospital, senior signing authority will be vested in the President and Chief Executive Officer of the Hospital (or his/her delegate).
- iv) When significant Hospital resources, such as salaries, space and services are used in research projects, the grant will ordinarily be administered by the Hospital. Where the Hospital administers the grant, the Hospital will receive the indirect cost funds.
- v) The institution that accepts senior responsibility for a research grant will also accept full responsibility for grant administration and record-keeping, and for liaison with the granting agency. If a research grant is administered at one site and the research is conducted at another, there may be an administrative cost to the site conducting the research. The Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital is attached as Schedule 8.

V.5 INVENTIONS AND INTELLECTUAL PROPERTY

Both the University and the Hospital have their own policies regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Hospital regarding inventions and intellectual property is set out in a separate agreement, which is attached as an Appendix. Faculty of Medicine graduate Students and their supervisors are also governed by Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 9).

V.6 THE CONDUCT OF RESEARCH

V.6.1 Ethical Conduct

The parties expect the highest standards of ethical conduct in every aspect of research. To this end, All faculty and Students will be expected to adhere to all relevant policies on ethical conduct of research, following the University Policy on Ethical Conduct in Research (attached as Schedule 23) when conducting research on campus and following the parallel Hospital policy when conducting research at the Hospital.

Faculty with appointments in the University Faculty of Medicine will also adhere to all relevant Faculty guidelines, including the Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 12), Protection for Intellectual Freedom and Publication Rights (attached as Schedule 10), and the Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 11). Where there is an

allegation of research misconduct against a faculty member in the Faculty of Medicine, the Faculty's Guidelines to Address Allegations of Research Misconduct (attached as Schedule 13) set out the criteria to determine which representative of the Faculty and/or Hospital will deal with the allegations. The Hospital will develop and maintain policies regarding research misconduct within its jurisdiction which are consistent and congruent with the University and Health Faculties' policies and which have parallel processes for dealing with allegations of research misconduct.

The Hospital will operate its own Research Ethics Board (REB) or Boards (or be part of an REB consortium) that will be separate and independent from the University REB. These will be operated in a manner consistent with the principle of harmonization of research ethics and research policies set out in this Agreement. In addition, with respect to human subjects, the Hospital agrees its own REB or REBs (or the REB consortium) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

The University and the Hospital will continue to work on harmonization of issues regarding Research Ethics Boards (such as a standardized Human Subjects Research Application form) through the Hospital/University Research Coordinating Committee.

V.6.2 Conflict of Interest

All faculty conducting research at the Hospital will be governed by the conflict of interest policy of the Hospital.

VI HEALTHCARE DELIVERY

In supporting the Hospital in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that the Hospital is solely responsible for all healthcare delivery and patient care that occurs on the Hospital's premises or under the Hospital's jurisdiction. Nevertheless, the Hospital recognizes that the University has an interest in patient care and healthcare delivery, as they impact on the teaching of Students and on research. The Hospital will involve the University as it considers appropriate in the planning and review of procedures for patient care and the delivery of health care.

The University will support the Hospital in its efforts and requirements to maintain excellence in its standards of patient care and health care delivery particularly with regard to such processes as accreditation and review, and through the offering of constructive evaluation to the Hospital.

VII LIBRARY AND INFORMATION SERVICES

The parties recognize the necessity of the provision of excellent library and information services in order to achieve their common objectives in teaching and research. Thus, they will cooperate and collaborate in planning, providing and maintaining such services. The parties accept their responsibilities to each other with regard to these services, within the limits of their financial resources.

VIII FUNDRAISING FOR ENDOWED CHAIRS AND PROFESSORSHIPS

Fundraising from private sources is an important source of funding for endowed chairs and professorships, which benefit both the Hospital and the University. The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for endowed chairs and professorships will be appropriate or where they will be able to assist each other in their separate endeavours. To this end, the parties will endeavour to inform each other of their fundraising plans and priorities for endowed chairs and professorships.

The University's Policy on Endowed Chairs, Professorships, Lectureships and Programs (attached as Schedule 6) will be followed in connection with endowed chairs and professorships. This does not preclude the Hospital from starting the process of establishing a Hospital / University endowed chair. As early as possible, the appropriate Hospital research or clinical leader should consult with the relevant Department Chair and/or the Dean of Medicine to ensure that the proposed endowed position is consistent with approved academic plans, objectives and mission. The Hospital's naming policy and the University's Policy on Naming (attached as Schedule 27) will both be applied in the naming of the benefaction.

IX UNIVERSITY AND HOSPITAL USE OF EACH OTHER'S NAMES AND INSIGNIAS

The University encourages the use by the Hospital of the University and Faculty names and insignia as appropriate on letterhead and on all other materials in the ordinary course of business (e.g., websites, correspondence, course materials) in matters that are directly relevant to the affiliation with the University. The University will similarly refer to its affiliation with the Hospital as appropriate on materials in the ordinary course of business in matters that are directly relevant to the affiliation. Each party has a responsibility for safeguarding the names and insignia of the other, and, if there is any doubt as to appropriate use, for seeking clarification from the other party.

Authorization to each party to use the name and official form of the logo(s) of the other party is limited to the purpose of officially recognizing the affiliation between the parties. Use of the name or logo(s) of a party for any purpose other than officially recognizing the affiliation between the parties requires prior written authorization from that party.

X NOTIFICATION AND CONSULTATION

Unless otherwise specified in this Agreement, where the Hospital is required to give notification to or consult with the University, communication with the Vice-Provost, Relations with Health Care Institutions will meet that requirement.

Unless otherwise specified in this Agreement, where the University is required to give notification to or consult with the Hospital, communication with the (TO BE ADDED BY THE HOSPITAL) will meet that requirement.

With respect to obligations of officials identified in this Agreement, if the Hospital or the University reassigns or reorganizes responsibilities within the institution such that the identified official is no longer appropriate to carry out the obligations assigned in this Agreement, the Hospital or the University will notify the other party of the change to the official carrying out the obligation under the Agreement.

All notices sent to the other party pursuant to this Agreement which are required to be in writing shall be delivered by hand; or by certified or registered mail, postage prepaid, return receipt requested; or by overnight courier; or by FAX, as follows:

If to University of Toronto:

If to Hospital:

Vice-Provost,
Relations with Health Care Institutions
University of Toronto
Room 2109, Medical Sciences Building
1 King's College Circle
Toronto, Ontario M5S 1A8
FAX # 416-978-1774

President and Chief Executive Officer
X Hospital
X
X
Toronto, Ontario M5
FAX# 416-X-X

All notices shall be deemed received on the date of delivery or, if mailed, on the date of receipt appearing on the return receipt card.

XI COORDINATION AND LIAISON

XI.1 UNIVERSITY-HOSPITAL COMMITTEES/WORKING GROUPS/TASK FORCES

The University and the Hospital will continue to advance their joint mission through organizations such as the Hospital University Education Committee, the Hospital University Nursing Education Committee, the Toronto Academic Health Science Network and the Hospital/University Research Coordinating Committee.

The Vice-Provost, Relations with Health Care Institutions will, in consultation with the Hospital, endeavour to identify additional committees, working groups and task forces that might need to be developed to advance the joint mission. These additional committees, working groups and task forces shall, in general, include representation from the University and the Hospital.

XI.2 LIAISON

Clinical faculty and Dentistry faculty will have an assigned leader in the Hospital, such as the Chief, with whom the leader of the University programs will work directly. Generally, teaching placements and evaluation are the responsibility of the assigned leader.

Health Science faculty will have an assigned Hospital leader and the teaching will be overseen by a senior Hospital executive who reports to the Hospital's President and Chief Executive Officer. Generally, teaching placements and evaluation are the responsibility of the assigned leader.

The Hospital will name individual(s) who will act as a liaison with the University.

XII CONFORMITY WITH OTHER HOSPITAL AGREEMENTS

The University will use its best efforts to ensure its agreements with other hospitals contain substantially the same provisions as are contained in this Agreement. Each fully affiliated teaching hospital will have a Hospital-University affiliation agreement with a five-year term.

XIII MAINTENANCE OF AFFILIATION

In order to monitor and coordinate this Affiliation, there will be ongoing liaison between the Vice-Provost, Relations with Health Care Institutions (or a delegate) and the President and Chief Executive Officer of the Hospital (or a delegate). Issues arising from this Agreement may be referred to an ad hoc Joint Committee.

As necessary, an ad hoc Joint Committee shall consider and make recommendations to the University and to the Hospital with respect to any matter concerning the interpretation, observance, performance or alteration of this Agreement and the relations between the University and the Hospital. The Joint Committee will use its best efforts to reach mutually acceptable solutions to disputes between the University and the Hospital related to this agreement; if no agreement can be reached on a particular issue, the parties will continue to implement the balance of the Agreement so far as practicable.

XIV LIABILITY, INDEMNIFICATION AND INSURANCE

XIV.1 LIABILITY

The parties agree that the University shall not be liable to the Hospital for any bodily injury (including death), any loss or damage to the property of or to the Hospital, its Board members (or trustees), officers, employees and agents in any manner, arising during, occasioned by, resulting from or in any way attributable to the performance or non-performance of this Agreement, unless such injury, loss or damage is caused or contributed to by the willful or negligent act or omission of the University, its governors, officers, faculty, employees or agents while acting within the scope of their duties.

The parties agree that the Hospital shall not be liable to the University for any bodily injury (including death), any loss or damage to the property of or to the University, its governors, officers, faculty, employees and agents in any manner, arising during, occasioned by, resulting from or in any way attributable to the performance or non-performance of this Agreement, unless such injury, loss or damage is caused or contributed to by the willful or negligent act or omission of the Hospital, its officers, employees or agents while acting within the scope of their duties.

The Hospital assumes legal liability for the proper maintenance of its facilities and services provided in respect of the subject matter of this Agreement.

XIV.2 INDEMNIFICATION

Subject to the provisions of section 1, the Hospital shall at all times indemnify and save harmless the University, its governors, officers, faculty, employees, agents and Students from and against all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, suits or other legal proceedings howsoever caused (collectively referred to hereafter as "losses") made or brought, prosecuted or threatened to be prosecuted against the University by whomsoever arising out of the Hospital's performance or non-performance of this Agreement.

Subject to the provisions of section 1, the University shall at all times indemnify and save harmless the Hospital, its Board members (or trustees), officers, employees and agents from and against all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, suits or other legal proceedings howsoever caused (collectively referred to hereafter as "losses") made or brought, prosecuted or threatened to be prosecuted against the Hospital by whomsoever arising out of the University's performance or non-performance of this Agreement.

Notwithstanding the provisions of the indemnity set out above, and the limitation of liability in section 1 above, each party shall be responsible for all losses made or brought, prosecuted or threatened to be prosecuted by whomsoever arising out of

- (a) the use by that party of any result of any research as contemplated by this Agreement, or
- (b) the infringement by that party of any patent, trade mark, industrial design, copyright or other intellectual property right or as a result of the development, use or exploitation thereof.

XIV.3 INSURANCE

The Hospital shall maintain in full force and effect a policy of comprehensive liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees, agents and Students that could arise in the performance or non-performance of this Agreement. This insurance shall include coverage against bodily injury (including death), property damage and personal injury including cross-liability and severability of interest provisions with a combined limit of not less than \$5 million per occurrence. Such insurance coverage will protect Students assigned to the Hospital against legal liability incurred by them while acting within the scope of their duties and arising from the instruction, direction, or supervision provided by the Hospital.

The University shall maintain in full force and effect a policy of comprehensive liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees and agents that could arise in the performance or non-performance of this Agreement. This insurance shall include coverage against bodily injury (including death), property damage and personal injury including cross-liability and severability of interest provisions with a combined limit of not less than \$5 million per occurrence.

The Hospital shall maintain in full force and effect a policy of direct damage property insurance against normal risks of physical loss or damage as contemplated by a standard "All Risks" property insurance policy covering all equipment of the University which is located on Hospital premises for an amount not less than the full replacement value thereof.

The Hospital and University will produce satisfactory evidence of insurance coverage to each other as set out above upon written request so to do.

XIV.4 STUDENT WORKPLACE INSURANCE

Neither the Hospital nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant Workplace Safety and Insurance Board documentation regarding coverage for eligible Students.

XV TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from January 1, 2007 to December 31, 2011.

The University and the Hospital will commence discussions regarding renewing this Agreement eighteen (18) months before its expiry date.

If, at the end of the term, a new agreement has not been executed and neither party has given twelve (12) months prior written notice of their intention not to renew this Agreement, then this Agreement will survive until such time as either a new agreement is executed or this Agreement is terminated by either party giving the other twelve (12) months prior written notice.

This Agreement may be terminated by either party as of January 1 in any year during the term of the Agreement by giving to the other party at least twelve (12) months' prior written notice.

This Agreement and the Appendix to it may be amended by the parties hereto at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties hereto by their proper officers. Notwithstanding the foregoing, each of the Hospital and the University may amend its own internal policies referred to in this Agreement in accordance with its normal amending procedures, subject to the requirements of section I.5 above.

XVI GENERAL TERMS

XVI.1 ASSIGNMENT AND ENUREMENT

This Agreement and the rights and obligations hereunder are not assignable by either party. This Agreement shall enure to the benefit of and be binding upon the University and the Hospital and their successors.

XVI.2 INDEPENDENT CONTRACTORS

The parties are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement.

XVI.3 GOVERNING LAW

The laws of the Province of Ontario and applicable Canadian law shall govern the terms of this Agreement and the parties agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement.

XVI.4 FORCE MAJEURE

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, an infectious outbreak or other situation in which the continued provision of facilities or assignment of Students under this Agreement would substantially interfere with the Hospital's primary duty of care to its patients or its research obligations or with the University's teaching or research obligations, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such time as the party reasonably determines that its clinical, teaching, and research facilities are again suitably available for use, or, in the case of the University, its Students are again available.

XVI.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein, including, without limitation, the agreement(s) dated , as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XVI of this document, and the attached and referenced Appendix and any other specifically referenced documents. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement

shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

XVI.6 COUNTERPARTS

This Agreement may be signed in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers.

Seal

FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

APPENDIX

INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the First (1st) day of January, 2007 (the "IP Agreement").

BETWEEN

The Hospital

(the "Hospital")

and

THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

(the "University")

WHEREAS the Hospital and the University have an affiliation agreement and many Hospital staff and University faculty members are concurrently appointed;

AND WHEREAS some of these staff members may, from time to time, create inventions and other intellectual property;

AND WHEREAS both the Hospital and the University (individually a "Party" and collectively the "Parties") have their own separate and distinct policies regarding the ownership and treatment of inventions and other intellectual property;

AND WHEREAS it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies;

NOW THEREFORE IN CONSIDERATION OF premises and mutual covenants contained within the parties hereto agree as follows:

1. Definitions

In this IP Agreement, the following terms shall be deemed to have the following meanings:

- (a) "Invention" – any new and useful art, product, service, discovery, innovation, process, pattern, machine, process of manufacture or composition of matter or a formula thereof, new life form, computer software, compilation of information in whatever medium whatsoever, and attendant know-how or any new and useful improvement thereof, whether or not protected or protectable by patent, copyright or registration as an industrial design or trademark or pursuant to any other intellectual property or trade secret protection law which now exists or may exist in the future which was created with financial support, staff support, or the provision of space, equipment or supplies from either or both parties.

- (b) "Net Revenues" – all royalties, license fees and other income (excluding funds received in support of direct and indirect costs of the sponsored research project) received by a Party from the assignment or commercialization of or licensing of rights to an Invention, minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.
- (c) "Owner" means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) "Share" – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Hospital makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other party and/or received funds from the other party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate Students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Hospital in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the Vice-Presidents Research of the Parties or by their delegates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal

financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

- 3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

- 4.1 (a) Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.
- (b) Inventions may arise involving two or more inventors where each Party is determined to be a joint Owner. In these circumstances, the Parties shall negotiate in good faith an agreement to cooperate to protect and commercialize the jointly-owned Invention and, unless otherwise agreed by the Parties, the Party whose inventors have made the predominant inventive contribution shall be responsible for protecting and commercializing such Invention.
- 4.2 If the Owner decides not to proceed with the application for legal protection and/or the commercialization of the Invention, the Owner shall advise the other Party of its decision within three (3) months of the date of the Invention's disclosure and, at that time, shall offer to assign all its rights to the Invention to the other Party and shall specify the applicable terms and conditions, if any, of such offer.

5. Proceeds from an Invention

- 5.1 All Net Revenues from an Invention will be divided between the Parties in proportion to each Party's Share. Each Party's Share will be distributed in accordance with the Party's intellectual property policies.
- 5.2 If equity in a company is received by the Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

- 6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Hospital and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.
- 6.2 If the nominees cannot agree on the identity of the third panel member, an application will be made to the court for the appointment of a third arbitrator.

7. Notices

- 7.1 All notices required under this Agreement shall be in writing and, unless otherwise agreed, shall be delivered by mail, facsimile transmission (with confirmation of delivery), or in person to the Parties at the following addresses:

University: Vice-President, Research
University of Toronto

27 King's College Circle
Toronto, Ontario M5S 1A1

Hospital:

8. Amendment

8.1 This IP Agreement may be modified at any time by mutual written agreement of the Parties.

9. Term and Termination

9.1 This IP Agreement shall enter into force as of the date first written above and shall remain in force until termination by mutual agreement of the Parties or thirty (30) days after presentation of written notice of termination by one Party to the other.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and date first above written.

FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

SCHEDULES NOTED IN FULL AFFILIATION AGREEMENT

Schedule	Title
1	Clinical Student Teaching Placements Form Note: URL not available
2	Policy for Clinical Faculty http://www.utoronto.ca/govcncl/pap/policies/clinical.pdf
3	Procedures Manual for Policy for Clinical Faculty http://www.library.utoronto.ca/medicine/ProceduresManualCF.pdf
4	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching http://www.facmed.utoronto.ca/userfiles/page_attachments/library/13/ethics_guidelines_10219_663681.pdf
5	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions http://www.facmed.utoronto.ca/English/page_13_11227_1.html
6	Policy on Endowed Chairs, Professorships, Lectureships and Programs http://www.utoronto.ca/govcncl/pap/policies/chairs.html
7	Harmonization of Research Policies Note: URL not available
8	Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital Note: URL not available
9	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research http://www.facmed.utoronto.ca/userfiles/page_attachments/library/13/Grad_Industry_9568_402207.pdf
10	Protection for Intellectual Freedom and Publication Rights http://www.facmed.utoronto.ca/userfiles/page_attachments/library/13/8692_510849_publication_rights.pdf
11	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects http://www.facmed.utoronto.ca/scripts/index_.asp?action=31&U_ID=0&N_ID=13&P_ID=9976
12	Principles and Responsibilities Regarding Conduct of Research http://www.facmed.utoronto.ca/userfiles/page_attachments/library/13/researchprinciplesOctober11th_10214_722641.pdf
13	Guidelines to Address Allegations of Research Misconduct http://www.facmed.utoronto.ca/userfiles/page_attachments/library/13/researchmisconductOctober15_10213_3838669.pdf
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments http://www.provost.utoronto.ca/English/page-6-16160-1.html

15	Policy On Appointment of Academic Administrators http://www.utoronto.ca/govcncl/pap/policies/acadmin.pdf
16	Policy on Conflict of Interest Academic Staff http://www.utoronto.ca/govcncl/pap/policies/conacad.html
17	Guidelines for the Assignment of Postgraduate Medical Trainees http://www.pgme.utoronto.ca/policies/supervision/assignment.htm
18	Graduate Supervision Guidelines for Students, Faculty and Administrators http://www.sgs.utoronto.ca/current/supervision/guidelines.pdf
19	Code of Student Conduct http://www.utoronto.ca/govcncl/pap/policies/studentc.html
20	Code of Behaviour on Academic Matters http://www.utoronto.ca/govcncl/pap/policies/behaveac.html
21	Governing Council Report of the Provostial Committee on Centres and Institutes http://www.utoronto.ca/govcncl/pap/policies/provoci.html
22	Policy and Procedures on Academic Appointments http://www.utoronto.ca/govcncl/pap/policies/acadapp.pdf
23	Policy on Ethical Conduct in Research http://www.utoronto.ca/govcncl/pap/policies/ethicalr.html
24	Policy on Research Involving Human Subjects http://www.utoronto.ca/govcncl/pap/policies/humanres.html
25	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct http://www.sgs.utoronto.ca/current/policies/research/humanguide.pdf
26	Publication Policy http://www.utoronto.ca/govcncl/pap/policies/pubs.html
27	Policy on Naming http://www.utoronto.ca/govcncl/pap/policies/naming.html
28	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources http://www.cme.utoronto.ca/directors/policy.asp

December 15, 2006