

**TEMPLATE July 21 2009 for Governance Approval**

THIS AGREEMENT dated the **[DATE]** day of **[MONTH, YEAR]**

**BETWEEN**

**THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO**  
(the “**University**”)

**AND**

**NON-HOSPITAL CLINICAL SITE**  
(the “**SITE**”)

**WHEREAS** the Site is dedicated to the provision of exemplary services, the education of personnel in various health professions and the conduct of research;

**AND WHEREAS** the University is a centre for research and education in [ ];

**AND WHEREAS** the Site and the University wish to cooperate in the pursuit of their common interests, including education of health professionals in [ ] and conducting research and research training in this field;

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

**I APPLICATION OF THIS AGREEMENT**

This agreement applies only to the Site’s operation located at **[NAME AND ADDRESS OF SPECIFIC FACILITY]**. It does not apply to any activities of the Site in other locations, such as hospitals.

**II DEFINITIONS AND INTERPRETATION**

**II.1 Definitions**

In this Agreement,

- i. *Site Staff Member* means an individual who is employed by the Site.
- ii. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, Academic Unit or Department at the University.
- iii. *University faculty Member* means an individual who holds an appointment at the University and is not employed by the Site.
- iv. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.
- v. *Client* refers to any patient, case, contact or other person who is provided with the services of the Site.

- vi. *Clinical faculty (physician)* means an individual or individuals licensed to practice medicine in Ontario, who is appointed in accordance with the University Policy for Clinical Faculty as *Clinical faculty* in a University Faculty of Medicine Clinical Department. Clinical faculty may be full-time, part-time or adjunct, and the criteria for each of these are set out in the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 1).
- viii. *Placement* means placement of a Student at the Site for the purpose of gaining practical public health experience.
- ix. *Student* means a person formally registered in a Faculty or Department or recognized academic unit 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 Site in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- x. *Teaching Programs* means programs within various University Faculties or Departments (including, but not limited to: Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, Health Administration, Physical Therapy, Physical Education and Health, the Dalla Lana School of Public Health, Occupational Therapy and Speech Language Pathology) that place Students at the Site.

## **II.2 Interpretation**

- i. Subject to the terms of this Agreement, the University and the Site 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.
- ii. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- iii. 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 Site under their respective constituting statutes, letters patent, governing legislation, by-laws or policies.
- iv. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- v. Nothing in this Agreement creates an employment relationship between any Student and either the Site or the University.
- vi. Nothing in this Agreement creates an employment relationship between any Staff Member and the University.
- vii. 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 Site and the University.
- viii. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.

- ix. 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.

### **III RELATIONS BETWEEN THE PARTIES**

The official of the University who shall have responsibility for relations with the Site shall be the Vice-Provost, Relations with Health Care Institutions (the "Vice-Provost").

The official of the Site who shall have responsibility for relations with the University shall be [title].

The [title] and Vice-Provost shall meet at least once a year to review the relationship between the two parties. They may create an advisory body or bodies to study particular problems or opportunities and make recommendations.

Each party acknowledges that the other has the right to engage in other activities and relationships with regard to [ ] research and education without having to inform, or seek the permission of, the other party.

### **IV RELATIONS WITH STAFF MEMBERS**

The Site is responsible for the terms and conditions of employment of its Staff Members in accordance with its own policies and procedures.

The University is responsible for the terms and conditions of appointment of its Staff Members in accordance with its own policies and procedures.

A Site Staff Member may also hold an appointment with the University. Any such appointments must be made in accordance with the policies and procedures of the University and approved in writing by the appropriate official of the Site.

The University and the Site agree that the appointment of a Site Staff Member to the University shall not create an employment relationship between the University and the appointed Staff Member.

From time to time, the Site may wish to engage a University faculty Member as a consultant. Any such arrangement would be separately negotiated and would have to be agreed upon in writing by the University, the Site and the relevant University faculty Member(s) in accordance with University policies and procedures.

## V TEACHING

### V.1 Introduction

The Site acknowledges that the University is primarily responsible for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Site 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 Site Staff Members with a University Appointment who are engaged in the academic teaching mission by involving them in the planning, administration, presentation and review of its Teaching Programs as appropriate.

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 University and the Site agree to follow the University of Toronto's Standards of Professional Practice Behaviour for all Health Professional Students (attached as Schedule 2) and the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3).

The University (including Staff Members and Students) and the Site share responsibility for creating a learning environment that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Students. 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.

The University and the Site agree that, subject to the mutual agreement of the parties on annual teaching placements, certain Site programs will engage in teaching, and that some or all of the Site Staff Members in those programs will have University appointments and will teach Students.

All Site Staff Members 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 an appointment at the University in the department or Faculty or other recognized academic unit appropriate to their teaching responsibilities, at such ranks and of such categories as the University may determine.

### V.2 Teaching Commitment

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

Teaching Programs will prepare annually a curricula outline and proposed Student teaching placements at the Site.

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 Site's ability to offer such instruction and/or experience.

The University will deliver the proposed Student teaching placements to the Site at least 10 months in advance of the start of each academic year ordinarily commencing July 1. The Site will consider whether it can accommodate the proposed Student teaching placements, and the Site and the University will negotiate in good faith to reach agreement on the proposed Student teaching placements at least 8 months in advance of the start of each academic year

commencing July 1. Any subsequent changes to the Student teaching placements will be agreed upon by the program leader of the cognate University Faculty, Department or program and the [equivalent] at the Site 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 Director, or, if relevant, Department Chair (in Faculties where there are multiple departments), and the [title] will endeavour to negotiate an agreement.

The University curricula, the number of Students needing placements and the Site'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 Student teaching placements.

The parties will cooperate to implement the annual Student teaching placements (attached as Schedule 4).

The parties recognize that, in the event of a situation described in the 4<sup>th</sup> paragraph of section XV below (such as a communicable disease outbreak), the parties might have to suspend performing their obligations to teach or place Students (in accordance with the provisions of that paragraph).

The Site undertakes that any teaching of students from other educational institutions will not compromise its ongoing annual teaching commitment to the University as set out in Schedule 4. The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees, any assignment of Students to other teaching sites (or other settings) will not compromise its ongoing commitment to assign Students to the Site as set out in Schedule 4.

Attached as Schedule 4 is a template Student teaching placements form. The parties will develop a detailed Student teaching placements form in the first year of the Agreement to replace the template on agreement of the parties. The parties will amend the form by agreement on an annual basis.

### **V.3 Students**

#### **V.3.i Placement of Students**

For periods of time agreed to by the University and the Site, Students will be permitted to take instruction and gain practical experience at the Site, provided that appropriate services are offered at the Site, subject to the Site's ability to offer such instruction and/or experience and the commitments in Schedule 4. The Site will provide services and facilities upon the terms and conditions hereinafter set out.

Using the process set out in Part V, section 2 above, the number of undergraduate, postgraduate and graduate Students from each University professional program taking instruction in the Site shall be negotiated and agreed to annually by the representatives of the heads of the appropriate University Faculties or Departments with the representatives of the heads of the appropriate Site teaching services.

The Faculty of Medicine will assign postgraduate Students to the Site and other sites in accordance with the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 5).

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 Medicine, Nursing, Pharmacy, Dentistry and Social Work or the Dalla Lana School of Public Health, are assigned to the Site in accordance with the curriculum plan for each course or program and with the Site's ability to provide an appropriate placement.

The University will be responsible for informing Students who are placed at the Site that they are required to comply with relevant Site policies.

#### **V.3.ii Transfer of Students**

The Site may at its discretion assign Students of the University placed in it for training and experience among the Site's own sites. If however it wishes to transfer a Student to another site or facility, it may do so only in collaboration with and with approval of the appropriate Department Chair and Dean or Director or their delegates.

#### **V.3.iii Termination of Student Placement for Unacceptable Behaviour**

The University recognizes the right of the Site, after consultation with the appropriate University Dean or Department Chair or Director, to terminate the placement at the Site of an individual Student, if the Student's behaviour or activities are considered by the Site to be unacceptable. If the behaviour, conduct or activities of a Student is considered to be unacceptable, that Student will be treated by the University in accordance with the University's policies and by the Site in accordance with any applicable Site policies.

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

### **V.4 Site Program Planning and Review**

#### **V.4.i 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 Site Staff Members with a University Appointment in the presentation of practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Site, the Deans or Director of the University's Faculties and Schools, or their delegates, will invite the Site to participate in the planning of the programs and experiences to be offered to Students in related Departments at the University.

The University will assist the Site as required in setting up teaching programs.

The Site will notify the appropriate Dean or her/his delegate(s) of any proposed change in its strategic plans and accountability agreements that would materially affect the teaching obligations of the Site as set out in this Agreement and, where feasible, will invite the University to comment prior to making any such changes.

The University will notify the Site of any proposed change in its strategic plans and accountability agreements that would materially affect the placement of Students with the Site as set out in this Agreement and, where feasible, will invite the Site to comment prior to making any such changes.

#### **V.4.ii 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.

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

#### **V.4.iii Responsibility to Inform of Circumstances Affecting Teaching Programs**

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of Interns & Residents of Ontario and other circumstances may affect Teaching Programs, and they agree to inform each other of any such decisions or circumstances.

#### **V.4.iv Availability of Clients for Teaching**

The Site will allow Students, for teaching purposes, access to such of its clients and their personal health information as are necessary to meet its teaching commitments set out in the Student teaching placements (attached as Schedule 4, as amended from time to time by agreement), subject to such restrictions as are imposed by the Site staff for clinical reasons and by the Site clients, including any exercise of their right to refuse Student access.

The Site will use its best efforts to provide the necessary mix of clients to meet the educational needs of Students placed at the Site. In exceptional circumstances if the Site 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 Director or Dean.

The University will comply with all applicable privacy laws, including the Personal Health Information Protection Act, 2004, and agrees that it will advise all Students that they are required to comply with all applicable privacy laws and Site policies and procedures.

#### **V.4.v Facilities**

The Site will provide facilities for Students and Site Staff Members with a University Appointment as are agreed to by [title] and the University's Vice-Provost.

The sharing between the University and the Site of infrastructure expenses relevant to this Agreement will be negotiated in good faith from time to time among the University Department Chairs, the Deans or Director and the Site.

#### **V.4.vi Continuing Education**

The University is committed to providing opportunities for Site Staff Members with a University Appointment to enhance their education skills through faculty development. University Departments and programs will facilitate the professional development of Site Staff Members with a University Appointment through appropriate educational methods (such as interactive seminars, workshops and on-line education skill development programs) relevant to the delivery of teaching and learning.

## **VI RESEARCH COLLABORATION**

From time to time, the parties may decide to collaborate on research projects. In cases where such collaboration involves a joint application to a funding agency or organization, the application will be made in a manner consistent with the policies and procedures of both parties.

Should one party wish to contract research to the other party, the former will enter into an agreement with the latter to carry out the work on terms and conditions which are acceptable to both parties.

Any funding arrangements between the parties will be formalized in a separate agreement setting out terms and conditions and approved in accordance with the policies of each party.

## **VII GRANT ADMINISTRATION**

Concerning research projects of Site Staff Members with a University Appointment, 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 or Director, and counter-signed on behalf of either or both the Site and the University, as follows below in ii) and iii). The Dean or Director may delegate signing authority to the Vice-Dean Research (or equivalent). For grant applications to be administered by the Site, 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 Vice-President Research 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 Site if the Site Staff Member with a University Appointment reports to [title] (or his/her delegate).
- iii. When the research funds are to be administered by the Site, senior signing authority will be vested in the [title] (or his/her delegate).
- iv. When significant the Site resources, such as salaries, space and services, are used in research projects, the grant or contract will ordinarily be administered by the Site. Where the Site administers the grant or contract, the Site will receive the indirect cost or overhead funds.
- v. The party 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 by one party and the research is conducted at the premises of the other, there may be an administrative cost to the party conducting the research.

## **VIII RESEARCH ETHICS REVIEW**

The Site 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. In addition, with respect to human subjects, the Site 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, as may be amended from time to time. The Site and the University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

## **IX COMMUNICATIONS AND USE OF NAME**



Neither party shall use the name or logo of the other without its prior written consent. The parties agree that if joint communications related to their common interests or this Agreement are required, they will prepare any such communications collaboratively and by mutual consent and the joint communications must be approved for the Site by the President and for the University by the Vice-Provost, Relations with Health Care Institutions.

## **X APPLICABILITY OF POLICIES**

Except as specifically provided for in this Agreement or another agreement signed by the two parties or by an employment or other agreement between the Site and a Site Staff Member, each party agrees that Site Staff Members are subject to the policies of the Site.

Except as specifically provided for in this Agreement or another agreement signed by the two parties or by an employment or other agreement between one party and a University faculty Member, each party agrees that University faculty Members are subject to the policies of the University.

The Site agrees that Site Staff Members with a University Appointment are also bound by, and the Site will advise Site Staff Members with a University Appointment of their obligation to comply with, applicable University policies and procedures, and in particular will follow University research-related policies and procedures when conducting research on the University campus.

The Site recognizes and respects that Students and Site Staff Members with a University Appointment are bound by applicable University policies and procedures, including those relating to academic issues, conduct and research, and agrees to make reasonable efforts to facilitate fulfillment of their obligations thereunder.

With respect to any University policies regarding Student placements that refer to hospitals, the parties agree that those policies also apply to Students and Site Staff Members with a University Appointment at the Site to the extent that they are relevant. The University will advise all Students and the Site will advise all Site Staff Members with a University Appointment that they are subject to such policies.

The Site agrees to be bound by the University's *Policy on Ethical Conduct of Research, Framework to Address Allegations of Research Misconduct* and any applicable divisional guidelines thereunder with respect to Site Staff Members with a University Appointment.

The Site recognizes that the University's *Policy for Clinical Faculty* and the *Procedures Manual for the Policy for Clinical Faculty* apply to Site Staff Members with a University Appointment who are Clinical faculty.

Both the University and the Site recognize the importance of academic freedom and the need to safeguard the academic freedom of Site Staff Members with a University Appointment. The Site acknowledges that academic disputes involving Site Staff Members with a University Appointment will be dealt with under the relevant University Policy

With respect to Clinical faculty, if there is an allegation of a breach of academic freedom and if the Clinical faculty member is eligible under the Policy for Clinical Faculty to have access to the University's Academic Clinical Tribunal which hears the matter and issues a decision making finding of facts and a determination as to whether there has been a breach of academic freedom, the Site agrees to be bound by that decision. 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 Site, or to substitute any new provision thereof. The University's Policy for Clinical Faculty provides that "All clinical faculty remain subject to the applicable ethical and clinical guidelines or standards, laws and regulations governing the practice of medicine and the Site-specific relevant site's policies or by-laws."

In cases of conflict between the University's academic-related policies and the Site's policies, the University's academic-related policies will prevail in relation to academic matters. In cases of conflict between the University's policies and the Site's client care policies, the Site's client care policies will prevail in relation to client care matters. In the case of conflict between other University and Site policies, the parties will work together to resolve the issue on a case by case basis.

## **XI NON-DISCRIMINATION AND HUMAN RIGHTS**

The University and the Site are committed to human rights and shall comply with the *Human Rights Code (Ontario)* and other applicable rights and equity legislation.

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the University's *Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions* for determining which sexual harassment policy applies and whether the University or the Site is responsible for dealing with a complaint.

## **XII INTELLECTUAL PROPERTY**

Both the University and the Site have their own policies and/or agreements with their personnel regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Site regarding inventions and intellectual property is set out in a separate agreement attached as an Appendix to this Agreement. Faculty of Medicine graduate Students and their supervisors are also governed by the University's *Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research*.

## **XIII LIABILITY, INDEMNIFICATION AND INSURANCE**

### **XIII.1 Liability**

The parties agree that the University shall not be liable to the Site for any bodily injury (including death), any loss or damage to the property of or to the Site, 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 Site 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 Site, its officers, employees or agents while acting within the scope of their duties.

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

### **XIII.2 Indemnification**

Subject to the provisions of section 1, the Site 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 Site'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 Site, 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 Site 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.

### **XIII.3 Insurance**

The Site shall maintain in full force and effect policies of 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 Site 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 Site.

The University shall maintain in full force and effect policies of 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 Site 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 the Site's premises for an amount not less than the full replacement value thereof.

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

### **XIII.4 Student Workplace Insurance**

Neither the Site 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.

## **XIV TERMINATION**

This Agreement will terminate on **[DATE OF TERMINATION]**, unless extended by mutual written agreement of the two parties.

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 may be amended by mutual written agreement of both parties.

## **XV GENERAL TERMS**

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

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

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.

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provision of facilities or assignment of students pursuant to obligations under this Agreement would substantially interfere with the Site's obligations or with the University's education 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 it is able to resume performance of its obligations herein.

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. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document and the Appendix. 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.

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 have caused this Agreement to be executed by their respective officers.

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

SITE

\_\_\_\_\_  
**[NAME]**  
Vice-President and Provost

\_\_\_\_\_  
**[NAME]**  
**[FULL TITLE OF SIGNING AUTHORITY]**

\_\_\_\_\_  
**[NAME]**  
Vice-Provost, Relations with Health Care Institutions

## APPENDIX

### INVENTIONS AND INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT dated the **[DATE]** day of **[MONTH, YEAR]** (the "IP Agreement")

BETWEEN

**SITE OF TORONTO**  
(the "Site")

and

**THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO**  
(the "University")

**WHEREAS** The Site and the University have an agreement to collaborate and many Site 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 Site 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 Site 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 Site 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 individuals named in section 7 below or by their designates. 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.

#### **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 Site 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

The Site:



**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 SITE

\_\_\_\_\_  
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