

TO: Planning and Budget Committee

SPONSOR: Cheryl Misak, Interim Vice-President and Provost

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AGENDA ITEM: 5

ITEM IDENTIFICATION

Faculty of Medicine and The Michener Institute for Applied Health Sciences: Memorandum of Understanding.

JURISDICTIONAL INFORMATION

The Committee is responsible for reviewing and making recommendations concerning a broad range of planning issues and priorities. Matters within the Committee's scope have an impact on relationships amongst divisions and relationships between the University and the community at large. It has specific jurisdiction for approval, in principle, of the incorporation of associated organizations and research ancillaries. These areas of responsibility, as well as the more general functions of the Committee, include the intent and impact of affiliations with teaching hospitals.

Excerpt from the terms of reference for the Planning and Budget Committee:

4.5.2 The Committee recommends to the Academic Board for consideration templates for agreements with external bodies. Individual agreements that do not conform to the template are reviewed by the Committee for recommendation to the Academic Board and confirmation by the Executive Committee. [Agreements that conform to the template are approved by the Vice-President and Provost.]

PREVIOUS ACTION TAKEN

The Faculty of Medicine offers the B.Sc. (Medical Radiation Sciences) jointly with the Michener Institute for Applied Health Sciences. A Letter of Understanding was signed by both parties in 1998 for the joint program. The program was approved by Governing Council in 1998 as the B.Sc. (Radiation Sciences) and first offered in 1999. In 2001, Governing Council approved renaming of the degree to B.Sc. (Medical Radiation Sciences). Upon successful completion of the program, students receive the B.Sc. from the University of Toronto and a Diploma in Radiation Sciences from the Michener Institute.

HIGHLIGHTS

The Faculty of Medicine and The Michener Institute of Applied Health Sciences propose to enter into a formal agreement to further develop joint undergraduate programs as per the attached Memorandum of Understanding (MOU). The MOU outlines the University's and the Michener Institute's proposed academic relationship and principles for the offering of joint programs. A joint program template has been developed and is included as an appendix to the MOU.

As noted above, the Faculty and the Michener Institute have jointly offered the B.Sc. (Medical Radiation Sciences) for the past decade. The Faculty's Department of Radiation Oncology and the joint program underwent an external review in 2006. The reviewers noted that partnering with the Michener Institute allowed for the Department to have oversight of the radiation therapy, nuclear medicine technology and imaging technology degree programs and has strengthened linkages with the radiation therapy community. The review was very positive, highlighting that the Department had developed into a highly

successful clinical unit in part as a result of its willingness to undertake the academic oversight of the large, second-entry undergraduate program in partnership with the Michener Institute. The program has a provincial mandate with 75 students in its stream and a total of close to 400.

Building upon the current program strength, this past year the Faculty of Medicine and the Michener Institute began to explore the development of new programs in Physician Assistance and in Simulation Teaching and Learning. During this process, a need was recognized for a formal agreement between the two institutions that outlines the principals of the academic relationship, and specifies the process to be followed in developing new programs and the renewal of existing programs. The MOU was developed along with a template agreement for new joint programs.

The MOU was approved by the Faculty of Medicine Faculty Council on June 23, 2008. In accordance with the Michener Institute model of governance, the MOU and Joint Program Agreement template have been approved by the Michener Institute President, office of the Chief Executive Officer and the Executive Leadership Team.

FINANCIAL IMPLICATIONS

Any proposed new joint programs will be brought forward to Governing Council for approval as per the policies and guidelines of the University for Assessment and Review of Academic Programs and Units. As specified in the MOU, approval of each joint program agreement will be signified by the signature of the President and Chief Executive Officer of The Michener Institute and by the approval of the Governing Council of the University.

There are no resource implications for the University's operating budget as a result of entering into the Memorandum of Understanding with The Michener Institute. Proposed new program proposals would specify budgetary implications.

RECOMMENDATIONS

Be It Recommended to Academic Board

THAT the Memorandum of Understanding between the University of Toronto and The Michener Institute of Applied Health Sciences, hereto attached, be approved, effective November 1, 2008.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("The University")

AND

THE MICHENER INSTITUTE FOR APPLIED HEALTH SCIENCES
("The Michener Institute")

PREAMBLE

The University and The Michener Institute have a shared goal of providing excellent programs for the education of students in areas of common interest in applied health sciences.

The University and The Michener Institute currently have a joint BSc/Diploma program in Medical Radiation Sciences that has been and continues to be extremely successful in meeting their mutual objectives.

The University and The Michener Institute wish to collaborate in the development of other joint programs in selected areas of health sciences study to make available to more students the teaching, facilities and other resources of both institutions to maximize their learning experience.

It is also the intention of the parties to broaden their relationship in the future by developing further collaborative endeavours. Any such endeavours will be set out in a written agreement approved in accordance with the policies and procedures of both institutions.

INTRODUCTION

1. The purpose of this Memorandum of Understanding is to establish a framework for the continuation of the joint BSc/Diploma program in Medical Radiation Sciences as well as the development of new joint programs in such areas as are mutually agreed upon and in accordance with the policies and procedures of both parties.
2. The Michener Institute and the University shall offer, until otherwise agreed, joint programs, as approved by the University's Governing Council and the President and Chief Executive Officer (or designate) of The Michener Institute
3. Students who successfully complete the joint program requirements of both institutions will receive academic credentialing granted by the University and The Michener Institute as appropriate and as outlined in a joint program agreement. The names of the credentials will be approved by the University and The Michener Institute respectively in accordance with the policies and procedures of each institution.

JOINT PROGRAMS

4. A request to begin the process for the establishment of a joint program can originate from either The Michener Institute or the University.
5. A clear and mutually agreeable understanding of the goals and nature of the proposed joint program must be articulated, approved and documented in a proposal authorized by the

Dean of the relevant Health Sciences Faculty of the University and the Vice President Academic and Provost of The Michener Institute prior to commencement of further planning. The purpose of the proposal is to assess the feasibility of the joint program prior to commencing detailed planning and both parties must agree on feasibility before such planning begins. The proposal will follow a standard template to be developed by the parties.

6. Planning of a joint program will involve members of each institution as appropriate to the goal of the joint program. The terms and conditions for a new joint program and the relationship of the parties regarding that program will be set out in a joint program agreement that will follow a template to be agreed upon by the parties and will be consistent with the provisions of this Memorandum of Understanding and subject to the approval process and procedures required by the policies of each party.
7. The joint program agreement will address, among other issues, details of the nature of the program, academic administration and oversight, quality control, use of facilities and services and financial arrangements.
8. The joint program agreement will specify a coordinator (or equivalent) of the University's contribution to the program and a coordinator (or equivalent) of The Michener Institute's contribution to the program. It will also provide for a Joint Committee to oversee planning and implementation and a Joint Curriculum / Program Management Committee to oversee academic, student and administrative affairs of the program where applicable.
9. Approval of each joint program agreement is signified by the signature of the President and CEO of The Michener Institute and the approval of the Governing Council of the University. Any changes to the joint program agreement must be approved in writing according to the policies and processes at each institution.
10. Both parties will be responsible for assuring that a joint program meets the appropriate accreditation standards and The Michener Institute will ensure that it meets the requirements for certification by the professional regulatory body as appropriate, as set out in the joint program agreement.
11. The University and the Michener Institute will each conduct reviews of the joint program in accordance with their policies and procedures. Reviews will be commissioned by the Dean of the relevant Health Sciences Faculty of the University and the Vice President Academic and Provost of The Michener Institute. Each party will co-operate with the other in their program reviews.
12. The parties acknowledge that decisions of accreditation authorities and other circumstances may affect joint programs, and they agree to inform each other of any such circumstances.

JOINT PROGRAM STUDENTS AND FEES

13. Successful applicants to a joint program must meet the admissions requirements of both The Michener Institute and the University of Toronto, where applicable as set out in the joint program agreement.
14. Each of The Michener Institute and the University will keep its own student records in accordance with its policies and procedures.

15. Degree Program Student Fees:
The University and The Michener Institute will develop a mechanism whereby all joint program students in a degree program will pay a single tuition fee and a single non-tuition fee for student services to the University. The University will transfer the portion owing to The Michener Institute no later than the end of February of the academic year. The amount of this annual transfer payment will be set and specified by mutual agreement in the joint program agreement. A portion of the tuition revenue will be retained by the University for student aid as set out in the joint program agreement.

Non-Degree Program Student Fees:
For a non-degree joint program, the mechanism for payment of fees to the University and the timing and amount of the annual transfer payment will be set and specified by mutual agreement in the joint program agreement.
16. The University will, as applicable, collect materials' fees relating to courses that students take through The Michener Institute and transmit them in their entirety to The Michener Institute as set out in the joint program agreement.
17. Students enrolled in a joint program will be assessed for tuition fees and for non-tuition fees for student services provided by the University and/or The Michener Institute at the rates established annually by the Governing Council of the University and the administration of The Michener Institute respectively.
18. The University and The Michener Institute will notify each other of the approved fees no later than March 31 (or as soon thereafter as the fees have been approved) of each year.

PLACEMENT OF JOINT PROGRAM STUDENTS IN CLINICAL SETTINGS

19. Where it is determined that students in a joint program will be placed in a clinical setting, before any students are placed, the administrator authorized by the joint program agreement to do so will determine whether the setting is a hospital or community site which has an affiliation agreement with the University. If so, the University affiliation agreement will apply to the student placements and this will be confirmed in writing with the clinical setting. If The Michener Institute also has an agreement with the clinical setting regarding student placements, the authorized administrators will advise the clinical setting that the University affiliation agreement will apply and this will be confirmed in writing with the clinical setting. If the clinical setting does not have an affiliation agreement with the University, the authorized administrators will enter into a placement agreement with the clinical setting in a form approved by the University and The Michener Institute on behalf of the joint program prior to the placement of any student.
20. If the University enters into any new affiliation agreement that is relevant to a joint program or a proposed joint program, it will notify the Michener Institute of the new agreement.

FACULTY MEMBERS

21. A joint program will be delivered by faculty from The Michener Institute and faculty from the University as set out in the joint program agreement.
22. Those who teach or supervise joint program students must qualify for and hold appointments at either the University or The Michener Institute.
23. A faculty member of The Michener Institute may also hold a status-only faculty appointment at the University, provided that the University appointment is in accordance with University

policies and is approved in writing according to University procedure and that The Michener Institute agrees to the University appointment.

APPLICABLE POLICIES

24. Except as provided in paragraph 27 herein, faculty in a joint program will be subject to the applicable policies, procedures, guidelines, codes and similar documents of the institution where they are employed or hold their primary appointment.
25. Students enrolled in a joint program are subject to the University's Code of Student Conduct, Code of Behaviour on Academic Matters, Grading Practices Policy and Policy on Academic Appeals and any applicable Divisional policies or procedures regarding academic appeals. They will also be subject to the University's "Standards of Professional Practice Behaviour for health Professional Students" once the standards have been approved and are in effect. The University's jurisdiction over the students with respect to the matters addressed in these policies is exclusive. Students will be advised in writing of this jurisdiction and will be required to agree to it as a condition of registering in the joint program.
26. Except as provided in paragraph 25 above and paragraph 29 below, joint program students are subject to both University policies and procedures and relevant policies and procedures of The Michener Institute. In the event that any of these Michener and University policies regarding students are inconsistent, the University's Vice-Provost, Relations with Health Care Institutions and The Michener Institute's Vice President Academic and Provost will work together to resolve the issue.
27. The Michener Institute will advise faculty who teach in a joint program who do not hold University appointments that joint program students are subject to the University's policies as set out in paragraphs 25 and 29 and those set out in paragraph 26 that are relevant and will obtain the written agreement of those faculty as a term of their participation in the joint program to apply those policies with respect to joint program students. The University will advise its faculty who teach in a joint program that joint program students are subject to the Michener Institute's policies as set out in paragraph 26 that are relevant and will obtain the written agreement of those faculty as a term of their participation in the joint program to apply those policies with respect to joint program students.
28. Issues involving the application of policies may be referred to a Joint Committee as set out in paragraph 38 below.

INTELLECTUAL PROPERTY

29. Notwithstanding paragraph 26 above, joint program students are subject to the University's policies regarding intellectual property.
30. Joint program faculty are subject to the policies regarding intellectual property of the institution where they are employed or hold their primary appointment.
31. It is anticipated that in the future there may be projects which involve faculty from both institutions. In that event, agreements should be developed regarding the arrangements for such projects and any such agreement must be approved in accordance with the policies and procedures of both institutions.

USE OF NAME AND COMMUNICATIONS

32. The parties agree that they will develop mutually acceptable communication materials appropriate to the needs of the joint program. All materials and formal statements relating to the joint programs shall be collaborative communiqués, approved for The Michener Institute by the Vice President Academic and Provost (or delegate) and for the University by the Vice-Provost, Relations with Health Care Institutions (or delegate).
33. Neither party shall use the name or logo of the other without its prior written consent.
34. The parties agree that the cost of collaborative communications initiatives such as written publications and a web-site shall be approved in advance and shall be divided between the parties as agreed between them in advance as set out in the joint program agreement.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

35. Both the University and The Michener Institute are bound by the Freedom of Information and Protection of Privacy Act and will fulfill their obligations under it.

INSURANCE

36. Each of the University and The Michener Institute will maintain insurance coverage protecting its officers, employees, agents and Students while on its premises or under its supervision in accordance with its usual practices and as is prudent under the circumstances.

MAINTENANCE OF MEMORANDUM OF UNDERSTANDING

37. In order to monitor and coordinate this Memorandum of Understanding, there will be ongoing liaison between the Vice-Provost, Relations with Health Care Institutions (or delegate) and the Provost and Vice-President Academic of The Michener Institute (or delegate).
38. An ad hoc Joint Committee may be struck by either party as needed to address issues arising from this Memorandum of Understanding or relations between the parties. The Committee will be co-chaired by the Vice-Provost, Relations with Health Care Institutions and The Michener Institute President (or their delegates) and may at its discretion add ad hoc members in equal numbers from The Michener Institute and the University from time to time to assist it with any issue. A Joint Committee will meet on an as needed ad hoc basis, at times and locations to be mutually agreed to by the parties. The Joint Committee will use its best efforts to reach mutually acceptable solutions to disputes between the University and The Michener Institute related to this Memorandum of Understanding; if no agreement can be reached on a particular issue, the parties will continue to implement the balance of the Memorandum of Understanding so far as practicable.

NO AGENCY RELATIONSHIP

39. The University and The Michener Institute are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Memorandum of Understanding.

FUNDRAISING

40. Fundraising from private sources is an important source of funding for both The Michener Institute 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 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 where it is anticipated that they will significantly impact upon each other or where potential synergies may be developed.
41. Each party will follow its own policies with respect to naming things, such as, for example, buildings and endowed chairs.
42. Any funds from fundraising or gifts will be administered by the party that holds the funds.

TERM, TERMINATION AND AMENDMENT OF THIS MEMORANDUM OF UNDERSTANDING

43. The term of this Memorandum of Understanding is for five (5) years from _____, 2008 to _____, 2013.
44. This Memorandum of Understanding may be terminated by either party upon written notice at least eighteen months in advance of the entry of the final first-year cohort into such joint programs as may be in operation at that time.
45. In the event that this Memorandum of Understanding is terminated, the parties will make every reasonable effort to ensure that students who have begun a joint program will be able to complete it.
46. If, at the end of the term, a new Memorandum of Understanding has not been executed and neither party has given eighteen months prior written notice of their intention not to renew this Memorandum of Understanding, then this Memorandum of Understanding will survive until such time as either a new Memorandum of Understanding is executed or this Memorandum of Understanding is terminated by either party giving the other 18 months prior written notice.
47. This Memorandum of Understanding may be amended by the parties at any time provided that no amendment shall be binding unless it is in writing and signed on behalf of the parties by their proper officers.

Signed this day of , 2008.

President and CEO

**The Michener Institute for
Applied Health Sciences**

**Vice-Provost, Relations with Health
Care Institutions
University of Toronto**

**Vice-President and Provost
University of Toronto**

JOINT PROGRAM AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
("The University")

AND

THE MICHENER INSTITUTE FOR APPLIED HEALTH SCIENCES
("The Institute")

PREAMBLE

In a Memorandum of Understanding dated____ The Institute and the University agreed to continue to collaborate in the development of joint programs in selected areas of health sciences study in order to further their shared goal of providing excellent programs for education of students in areas of common interest in applied medical sciences.

The Institute and the University have agreed to establish a joint program leading to a ____ diploma from The Institute and a ____ degree from the University, with the first students being admitted in _____, 20__.

The objectives of the joint program are: _____.

This agreement sets out the arrangements between the parties regarding the joint program.

THE INSTITUTE AND THE UNIVERSITY HEREBY AGREE THAT:

1. The joint program is established pursuant to the Memorandum of Understanding ("the Memorandum") between The Institute and the University regarding joint programs dated____ (attached as an Appendix) and in accordance therewith.
2. The terms of the Memorandum apply to the joint program.
3. Each of the The Institute and the University will have an academic coordinator responsible for the joint program. The academic coordinator of the University's B.Sc. [or other degree] program will be [title] reporting to [title] and the academic coordinator of The Institute's diploma or certificate program will be [title] reporting to [title].
4. The academic coordinator of each institution will be responsible for ensuring that the institution's obligations with respect to the joint program under this Agreement and the appended Memorandum are met, except as otherwise set out below.
5. The [title] of the University and the [title] of the The Institute will oversee placement of students in clinical settings in accordance with paragraph 19 of the Memorandum.
6. The parties will establish a Joint Curriculum Committee, which will have oversight of course planning and implementation, and a Joint Management Committee, which will have oversight of academic, student and administrative affairs of the program, as well as policy planning and implementation.
7. The accrediting body responsible for the program is [name] (where applicable).

8. The joint program will be funded by [----].
9. The parties may use each others' facilities and services as follows: _____
10. The joint program will be delivered by faculty from The Michener Institute and faculty from the University as follows: _____
11. [For a degree joint program]The University will transfer [percentage] of the tuition fees and non-tuition fees for student services that it collects to the Michener Institute and the University will retain [percentage] of the tuition revenue for student aid.
-or-
[For a non-degree joint program] The annual transfer payment of fees from the University to the Michener Institute will be [percentage] of the fees collected by the University and made by [date].
12. The University will collect and transmit to the Michener Institute any materials' fees relating to courses that students take through The Michener Institute as follows: _____.
13. Successful applicants to the joint program must meet the admissions requirements of both The Institute and the University of Toronto and will require a minimum of [number of years, grades, etc.].
14. Each party agrees not to enter into any new similar programs with other program providers without consulting each other and obtaining the other party's agreement. [It is recognized that the University/The Institute has an agreement with _____].
15. The University and The Institute are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this agreement.
16. The term of this agreement is for five (5) years from _____, 20__ to _____, 20__.
17. This agreement may be terminated by either party upon written notice at least eighteen months in advance of the entry of the final first-year cohort into such joint programs as may be in operation at that time. In the event of termination, the parties will make every reasonable effort to ensure that students who have begun the joint program will be able to complete it.
18. In the fourth year of this agreement, the parties will meet to discuss the possible renewal of this agreement. The agreement may only be renewed in writing and signed on behalf of the parties by their proper officers in accordance with the policies and procedures of each party.
-or-
If, at the end of the term, a new agreement has not been executed and neither party has given eighteen 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 18 months prior written notice.
19. This Agreement may be amended by the parties at any time provided that no amendment shall be binding unless it is in writing and signed on behalf of the parties by their proper officers in accordance with the policies and procedures of each party.

Signed this ____ day of _____, 20__.

FOR THE INSTITUTE

President and CEO

**The Michener Institute for
Applied Health Sciences**

**FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO**

**Vice-Provost, Relations with Health Care
Institutions
University of Toronto**