

FULL AFFILIATION TEMPLATE
Approved by UofT Governing Council October 27, 2016

THIS AGREEMENT made in duplicate
as of the First (1st) day of xxxx

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 for the purpose of improving health. 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 their integrated joint academic missions and initiatives through mutual acknowledgments that recognize each other's contributions. An important role of the University is to facilitate networking among its many affiliates for mutual benefit and strategic advantage in promoting academic achievement and international reputation.

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, community teaching sites and other public sector institutions, where appropriate; to achieving the highest academic standards; to providing the best possible facilities and libraries; and, to recognizing excellence and innovation 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 at hospitals and other community teaching sites;
- 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 Students (as hereinafter defined), 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. In order for the University to offer programs in translational and clinical research, it must work collaboratively with healthcare institutions.

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 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, Faculty Members (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) *Academy* means the collaborative organization through which the clinical curriculum of the Doctor of Medicine (MD) program is delivered. Normally this involves a combination of collaborations among the Toronto Academic Health Sciences Network (TAHSN) fully affiliated hospitals, TAHSN associate member hospitals, community affiliated hospitals and the University, led by an Academy Director.
- b) *Academy Director* means the individual who is responsible for all academic and administrative matters pertaining to the Academy and its educational programs. The Academy Director is appointed by the Faculty of Medicine and is also appointed to the staff of the Academy Hospital or where multiple hospitals form an Academy, at least one of the Academy's hospitals. The Academy Director reports to either the Vice President, Education of the Academy Hospital or such other person as is determined by the Academy Hospital for management of Hospital resources linked to the Academy and to the Dean for the educational program.
- c) *All Health Professional faculty* means Faculty Members who are engaged in health professional practice; that is, Faculty Members in the categories defined in e) to g) below.
- d) *Chief* means the Chief, Head, Director or other clinical leader of a Hospital medical-dental clinical department or program.
- e) *Clinical faculty* refers to an individual or individuals, licensed to practice medicine in Ontario, holding an appropriate Medical Staff appointment at the Hospital, and appointed in accordance with the University Policy for Clinical Faculty as Clinical faculty in a University Faculty of Medicine clinical department.
- f) *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 at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.

- g) *Faculty Member* means all Hospital staff members who have appointments in a Faculty or department at the University, including members in the categories defined in c), e), f), h) and j) below.
- h) *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.
- i) *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.
- j) *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.
- k) *Student* means any person registered at the University for full-time or part-time studies in a program that leads to a degree or post-secondary diploma or certificate of the University or in a program designated by the Governing Council as a program of post-secondary study at the University. 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.
- l) *Teaching Programs* means programs within various University Faculties, departments or units (including, but not limited to: Medicine, Dentistry, Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, Factor-Inwentash Faculty of Social Work, Dalla Lana School of Public Health, Physical Therapy, Kinesiology and Physical Education, Occupational Science and Occupational Therapy, Speech-Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering) that place Students in the Hospital and, if applicable, its research institute.

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) Nothing in this Agreement creates an employment relationship between any Student and either the Hospital or the University or both.
- f) 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.
- g) 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 legislation.
- h) 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 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 1)
 - Procedures Manual for the Policy for Clinical (MD) Faculty (Schedule 2)
 - Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (Schedule 3)
 - Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (Schedule 4)
 - Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (Schedule 5)
 - Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (Schedule 6)

Any proposed changes to the University's Policy for Clinical Faculty (attached as Schedule 1), or its Procedures Manual (attached as Schedule 2) will be referred to the Clinical Relations Committee, as described in the Policy for Clinical Faculty and Procedures Manual for Policy for Clinical Faculty. 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 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 a Joint Committee (as described in section XIV below).

- ii) 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)
- Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (Schedule 8)
- Protection for Intellectual Freedom and Publication Rights (Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (Schedule 11)
- Framework to Address Allegations of Research Misconduct (Schedule 12)
- Research Misconduct Framework Addendum (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 Research 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 a Joint Committee (as described in section XIV below).

- iii) With respect to the University policies, procedures, codes and similar documents referred to in the Agreement that are listed below in this subsection, the parties agree that the Hospital is not bound to these and is not obligated to enforce them. However the Hospital recognizes and respects that Faculty Members 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 and Removal of Postgraduate Medical Trainees from Teaching Sites (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)
 - Policy on Interdisciplinary Education and Research Planning (Schedule 21)
 - The University of Toronto Guidelines for Extra-Departmental Units (EDUs) (Schedule 22)
 - Policy and Procedures on Academic Appointments (Schedule 23)
 - Policy on Ethical Conduct in Research (Schedule 24)
 - Policy on Research Involving Human Subjects (Schedule 25)
 - Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct (Schedule 26)
 - Publication Policy (Schedule 27)
 - Policy on Naming (Schedule 28)
 - CEPD Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (Schedule 29)
 - Standards of Professional Behaviour for Medical Clinical Faculty (Schedule 30)
 - Standards of Professional Practice Behaviour for All Health Professional Students (Schedule 31)
 - Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (Schedule 32)
 - Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education (Schedule 33)
 - University of Toronto Quality Assurance Process (Schedule 34)
 - Policy with Respect to Workplace Harassment (Schedule 35)
 - Policy with Respect to Workplace Violence (Schedule 36)
 - Academy Membership Framework (Schedule 37)

If the University makes substantive changes to any of these policies, it will advise the Hospital of the changes. 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 a Joint Committee (as described in section XIV below) or to other committees as specified in this Agreement or as otherwise agreed by the parties.

- iv) 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.
- v) 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 FACULTY MEMBERS AND STAFF AND OVERSIGHT BY UNIVERSITY DEPARTMENT CHAIRS AND DEANS

II.1 INTRODUCTION

The parties recognize that it is primarily through their staff 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 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 Faculty Member assessment and promotion, program evaluation and Student evaluation of Faculty Members.

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 are listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below) and who teach Students will be eligible for 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 a Faculty Member by such party. The terms and conditions of the appointment of Faculty Members are detailed in the appropriate documents of the two parties. Faculty Members will be fully informed in those documents about obligations to their respective institutions including, but not limited to, annual activity reporting, academic promotion and research productivity as applicable. 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.

In addition, the senior leaders of both parties with oversight of hiring, appointment, promotion, disciplining, suspension and termination will work closely together communicating their intent and alerting each other as necessary to joint human resource issues that require collaborative action.

When either party decides to pursue disciplinary proceedings against a Faculty Member, and the matter could reasonably be of concern to the other party, the first party will, if in its view it is appropriate to do so, inform the other party (the Vice-Provost, Relations with Health Care Institutions at the University or the CEO at the Hospital) of that fact and the parties will exchange relevant information as appropriate. When either party settles or refers to a regulatory board or College a matter concerning a Faculty Member that could reasonably be of concern to the other party, it will inform the other party (Vice-Provost or CEO) of that fact and the parties will exchange relevant information as appropriate. In each of these circumstances, the parties will treat all such information with appropriate confidentiality.

The parties will work co-operatively with respect to academic performance evaluations of Faculty Members who, because of their job descriptions, require concurrent appointment and/or hiring between the University and

Hospital, and neither party will approach or contact such individuals about academic performance evaluation independently of the other.

The University will appoint Clinical faculty in accordance with the Policy for Clinical Faculty (attached as Schedule 1) and the Procedures Manual for the Policy for Clinical (MD) Faculty (attached as Schedule 2). For those Faculty Members to whom the Policy for Clinical Faculty does not apply (i.e. non-physician Faculty Members), 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 teaching staff (or equivalent) of each of the clinical departments and/or programs of the Hospital where Students are taught (as listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below)) 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 (or delegate) 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 1), having regard to and reasonably consistent with the Policy for Clinical Faculty (attached as Schedule 1) and the Procedures Manual for the Policy for Clinical (MD) Faculty (attached as Schedule 2).

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 Dentistry faculty will conclude annually with his/her 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 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 Procedures Manual for the Policy for Clinical (MD) Faculty

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 Members. They therefore agree to follow the University's Policy for Clinical Faculty (attached as Schedule 1) and the Procedures Manual for the Policy for Clinical (MD) Faculty (attached as Schedule 2).

b) Appointment of Clinical Faculty

The Faculty of Medicine will appoint Clinical faculty in accordance with the Procedures Manual for the Policy for Clinical (MD) Faculty (attached as Schedule 2). 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 Clinical faculty appointments are set out in the attached Schedule 2.

It is acknowledged by both the University and the Hospital that Clinical faculty are intended to be appointed as full-time clinical academic appointees to the University of Toronto; however, in order to facilitate the provision of clinical services and support the academic mission, there may be specific cases where the Hospital has compelling reasons for the University to grant part-time Clinical faculty appointments to Hospital active staff members or equivalent; or to grant part-time Clinical or other categories of clinical academic appointments to physicians in other medical staff categories. Part-time Clinical faculty appointments for active medical staff or equivalent 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 department Chair, University Dean of Medicine, the Hospital's President and Chief Executive Officer (or delegate) and the Hospital department Chief.

c) Academic Practice Plans

The Hospital and the University shall require full-time Clinical faculty to participate in a conforming academic practice plan (or equivalent, as described in the Procedures Manual for the Policy for the Clinical (MD) Faculty) through which resources related to professional practice will be distributed by the practice plan and used for academic enrichment of the Hospital department concerned and to support the joint academic mission of the University and the Hospital in a manner that is consonant with the patient care responsibilities and strategic plan of the Hospital. The Procedures Manual for the Policy for the Clinical (MD) Faculty (attached as Schedule 2) states the principles that define a conforming academic practice plan (or 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 the attached Schedule 2.

The Hospital accepts the jurisdiction of the (Clinical Faculty) Academic Clinical Tribunal (set out in Schedule 2) 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

Individuals eligible for Health Science faculty appointments 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 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. In particular, Health Science faculty supervising University graduate Students (doctoral, doctoral-stream masters) with respect to their graduate work must also hold an appointment in the School of Graduate Studies.

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 the Hospital deems it appropriate, invite the Deans to be members of Hospital selection and appointment committees.

If a Health Science faculty member ceases to hold an appointment at the University, the Dean of the appropriate Faculty at the University will inform the Hospital of this change, and if a Health Science faculty member ceases to hold an appointment at the Hospital, the Hospital will inform the University of this change.

II.5 APPOINTMENT AND REAPPOINTMENT OF HOSPITAL MEDICAL-DENTAL DEPARTMENT 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, as appropriate, or her/his respective 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 reappointment 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 reappointment 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 reappointed 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 Division Heads and Directors of Specialties

The appointments of a Division Head and Directors of specialties (as defined by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians Canada) 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.

Reappointment of a Division Head or Director of a specialty 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 specialty 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 specialty, 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 reappointed 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 specialty based on a ten-year rotation policy. Hence, in such divisions or specialties, 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 UNIVERSITY 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 or employment responsibility resides with the appropriate officials of the Hospital.

II.8.3 Responsibilities of Concurrent Appointees or Hospital Employees who hold a University Appointment

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 or employment arrangement. 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 or employment, the Hospital will prepare a letter defining the Hospital responsibilities of the proposed appointee or employee, and referring to applicable Hospital policies and to the University appointment, and the letter will be reviewed by the University and signed by the proposed Hospital appointee or employee. The duties of Hospital appointed or employed 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 Policy, Management and Evaluation, Medicine, Nursing, Pharmacy, Psychology, Physical Therapy, Occupational Science and 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 Faculty Members 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 and where applicable the guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education (attached as Schedule 33). The Hospital expects Faculty Members to perform their Hospital staff duties in accordance with the relevant Hospital policies.

The University will require Faculty Members to abide by the administrative procedures to be collaboratively established by the University and the Hospital regarding conflict of interest or relationship management.

III TEACHING

III.1 INTRODUCTION

The Hospital acknowledges that the University has primary responsibility for the Teaching Programs in which 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 Faculty Members who are engaged in the academic teaching mission in the planning, administration, funding, presentation and review of its Teaching Programs, as well as non-Faculty Members who, under the direction of Faculty Members, participate in teaching and provide input into the evaluation of Students and the use of Hospital premises and access to the Hospital's client populations for clinical teaching. Therefore, the University 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 Chief Nursing Executives Committee, the TAHSN Education Committee, the Hospital and University Education Committee, the Hospital University Nursing Education Committee and the University Partnership for Academic Rehabilitation 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 of Directors.

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 3).

The University (including Faculty Members, 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 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.

III.2 HOSPITAL STUDENT PLACEMENT COMMITMENT

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

The University and the Hospital will work together in an annual collaborative planning process (through TAHSN-e) to determine the appropriate number of Student clinical teaching placements by program and in the context of curriculum requirements and to establish the associated advance notice period for the University to deliver its proposed list of Student placements.

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

The University will deliver the proposed list of Student placements to the Hospital, consistent with the annual collaborative planning process, in advance of the start of every academic year for each program. The Hospital will consider whether it can accommodate this request, and the Hospital and the University will negotiate in good faith to reach agreement on the proposed list of Student placements, consistent with the annual collaborative planning process, in advance of the start of each academic year. Any subsequent changes to Student placements in the agreed-to list of Student 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 list of Student 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 and Removal of Postgraduate Medical Trainees from Teaching Sites (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.

III.3 MEDICAL ACADEMIES

Medical Academies provide a clinical home for undergraduate medical Students and they provide the hospital-based portions of the curriculum in a supportive, student-focused learning environment. Each Academy offers the unique and diverse strengths of its associated hospitals, while maintaining a consistent standard of excellence in their educational role. The University recognizes the importance of this contribution and acknowledges that although the education program and curriculum are under the authority of the University, the management of these hospital-based facilities, including hospital administrative staff, is under the authority of the Hospital.

The Hospital agrees to participate in one or more Academies, as appropriate, so that Students can benefit from the range of clinical experience and teaching that the Academy system offers and that the curriculum requires.

The University, in consultation with the Hospital, will determine and document the appropriate academic structure and governance for the Academy of which the Hospital is a member (as an example, see the Academy Membership Framework (attached as Schedule 37)).

The selection of the Academy Director will be made jointly by the Hospital(s) who are members of the Academy and the University. The academic appointment of the Academy Director will be made by the University in accordance with the University policies and procedures and in consultation with the Hospital.

III.4 STUDENTS

III.4.1 Placement of Students

Students 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 accreditation standard requirements for Student programs and 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 and Removal of Postgraduate Medical Trainees from Teaching Sites (attached as Schedule 17).

Students enrolled in Teaching Programs 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 Members 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.4.2 Visiting Elective Placements

The University will require individuals whose home institution of undergraduate medical education is not the University, but who are taking instruction and gaining clinical and/or practical experience in the Hospital through visiting electives arrangements made between the University and the Hospital, to abide by the University and Hospital's jointly established administrative procedures to enable such placements.

III.4.3 Transfer of Students

The Hospital will transfer Students assigned to it for 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 the Hospital informs the University, the Hospital may, at its discretion, assign Students to training activities in other training sites for part of the Student's rotation at the Hospital. The Hospital will ensure appropriate supervision of Students assigned to non-hospital sites. The assignment of medical Students to other affiliated hospitals within an Academy will follow the relevant guidelines for the Academy.

III.4.4 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 according to relevant Hospital policies. If the behaviour, conduct or activities of a Student are considered to be unacceptable to the University, that Student will be treated by the University in accordance with the University's Code of Student Conduct (attached as Schedule 19) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 31). In the event either party takes disciplinary action against a Student, it agrees to keep the other party informed as appropriate. In the event the University places a Student on remediation that could affect patient care, the University must inform the Hospital as soon as reasonably possible.

Notwithstanding the above, if in its sole discretion the Hospital determines that a Student's behaviour or activities place patient or Hospital staff safety at risk, or unreasonably interferes with the operation of the Hospital's programs or services, the Hospital may remove the Student from patient and/or Hospital staff 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 (attached as Schedule 19), may terminate the Student's placement.

III.4.5 Code of Behaviour on Academic Matters and Standards of Professional Practice and Behaviour

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 Faculty Members and Students in the Hospital.

The Faculty of Medicine's Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 30) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 31) will apply to Faculty Members and Students in the Hospital as applicable.

III.4.6 Specification of the Responsibility for Safety Instruction, Treatment, and Follow-Up in the Event of Student (including Undergraduate Medical Student) Injury or Exposure to an Infectious or Environmental Hazard

- a) The University and the Hospital are committed to protecting the health and safety of Students gaining clinical and/or practical experience as part of their academic program on the premises of the Hospital as assigned per this Agreement. The Hospital shall provide applicable on-site safety instruction to Students.
- b) The University undertakes to ensure that the education of Students about exposure, injury, treatment and follow-up, including their professional responsibility for self-care, is included in the preclinical curriculum. Furthermore, the University undertakes to include education of Students about the effects of infectious and environmental disease or disability on Student learning activities.
- c) The University commits to informing all Students of University policies and procedures relevant to this issue before the Students will be permitted to undertake any educational activities that would place them at risk of injury or exposure to infectious disease. Likewise, the Hospital commits to informing all Students of any Hospital policies and procedures relevant to this issue.
- d) Immediate Treatment
 - i) All Students placed in the Hospital per this Agreement will be advised to access services through the occupational health unit of the Hospital (or other appropriate Hospital unit) in the event of an injury or an exposure to an infectious or environmental hazard that occurs during the course of their placement. The occupational health unit will facilitate the Student's access to immediate treatment within the Hospital or the Student's transfer to another clinical site if appropriate care is not available within the Hospital.
 - ii) Outside of the operating hours of the occupational health unit of the Hospital, all Students who incur an injury or exposure to an infectious or environmental hazard must present at the Hospital's designated site for after-hours care of workplace injuries for treatment. The

occupational health unit of the Hospital commits to making readily available the details of the after-hours protocol.

e) Follow-up

- i) The Hospital commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
- ii) Upon notification by the Hospital, the University commits to the reporting of the incident to the WSIB within the maximum timeframe specified by the WSIB.
- iii) Follow-up care may include but is not limited to counselling and medical treatment.
- iv) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
- v) The University will provide access to a reasonable level of follow-up administrative support to Students who incur an injury or exposure to an infectious or environmental hazard in the course of their placement with the Hospital. The relevant Teaching Program will specify the individual or individual(s) who hold primary responsibility for providing this administrative support.
- vi) The nature of and responsibility for follow-up care will be determined jointly by appropriate representatives of the University and the Hospital, on a case-by-case basis, in a timely manner. As an outcome of this discussion, the Student will be presented with one or more of the following options regarding where they may access follow-up care:
 - At the location where the injury/exposure occurred
 - With the University's student health services
 - With a physician of his/her own choosing (e.g. his/her family doctor)
 - At his/her Academy base site (for undergraduate medical Students)
 - Through another care provider arranged by the University

III.5 HOSPITAL CLINICAL PROGRAM PLANNING AND REVIEW

III.5.1 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 Faculty Members 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 Faculties and Schools, 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.5.2 Quality Assurance

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, such as the University of Toronto Quality Assurance Process (attached as Schedule 34), are mandated by external bodies, for example, by government or 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.5.3 Responsibility to Inform of Circumstances Affecting Teaching Programs

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of Residents of Ontario and other circumstances may affect Teaching Programs, and they agree to inform each other of any such decisions or circumstances as soon as they become aware of them. This communication will be effected by the Vice-Provost, Relations with Health Care Institutions and the President and Chief Executive Officer (or delegate) of the Hospital.

III.5.4 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 list of Student placements agreed to by the University and the Hospital (see III.2 above), 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 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 advise all Students that they are required to comply with all applicable privacy laws and Hospital policies and procedures, failing which, they may be subject to the provisions of section III.4.4 (Termination of Student Placement for Unacceptable Behaviour).

III.5.5 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 Hospital agrees to recognize the accreditation standard requirements for the undergraduate medical Student program with respect to space and facilities, specifically standard ER-7 of the Liaison Committee on Medical Education, which provides as follows:

Each hospital or other clinical facility of a medical education program that serves as a major instructional site for medical student education must have appropriate instructional facilities and information resources.

Appropriate instructional facilities at each hospital or other clinical facility include areas for individual medical student study, conferences, and large group presentations (e.g., lectures). Sufficient information resources, including library holdings and access to other library systems, must either be present in the hospital or other clinical facility or readily available in the immediate vicinity. A sufficient number of computers must be readily available that allow access to the Internet and to other educational software. Call rooms and lockers, or other secure space to store personal belongings, should be available for medical Student use.

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.5.6 Continuing Education and Professional Development

The University is committed to providing opportunity for Faculty Members to enhance their education skills through Faculty Member development. University departments and programs will facilitate the professional development of Faculty Members 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 Members and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which sexual harassment policy applies and whether the University or the Hospital takes carriage of a complaint.

V WORKPLACE VIOLENCE AND HARASSMENT

When the Hospital becomes aware of an incident or complaint of workplace violence (which includes an attempt or threat) and/or workplace harassment, as defined in the Occupational Health and Safety Act, by or against a Student or Faculty Member, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions as soon as reasonably practicable, regardless of whether or not the Student or Faculty Member is an employee of the Hospital.

When the University becomes aware of an incident or complaint of workplace violence (which includes an attempt or threat) and/or workplace harassment as defined in the Occupational Health and Safety Act, by or against a Student or Faculty Member, the University will, if in its view it is appropriate to do so, inform the Hospital as soon as reasonably practicable.

Each party will comply with its own policies, procedures and obligations with respect to workplace violence and/or workplace harassment as applicable in the view of that party.

VI RESEARCH

VI.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 and performance data and information annually. This liaison and communication will be effected through the Vice-President Research of the Hospital or equivalent, and appropriate Deans in the Health Science Faculties. The Toronto Academic Health Science Network Research Committee will ensure that appropriate processes and structures are in place to effect the above goals and cooperation. The University's Vice-President Research and Innovation will be a member of the Toronto Academic Health Science Network Research Committee.

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.

VI.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 University of Toronto Guidelines for Extra-Departmental Units (EDUs) (attached as Schedule 22). If, in creating such units, the Hospital wishes a unit to be designated as a University academic unit, then the procedures and requirements of Schedule 22 will be followed.

VI.3 RESEARCH CHAIRS AND PROFESSORSHIPS

In the establishment and maintenance of research chairs and professorships, the University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) 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 23) or the Policy for Clinical Faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

VI.4 SPONSORED RESEARCH

Institutional administrative approvals necessary for research undertaken or proposed to be undertaken by Faculty Members shall be as established by each of the University and the Hospital from time to time, in accordance with their respective policies and procedures. The parties recognize that it is desirable to cooperate to minimize duplication of processes while ensuring appropriate communication and accountability.

Where a Faculty Member ("PI") undertakes or proposes to undertake a research project funded by a third party (a "Sponsor") at or under the auspices of the Hospital or with the use of significant Hospital resources, such as

salaries, space or services (collectively, "Sponsored Research"), the PI shall obtain all administrative approvals required under the Hospital's policies and procedures and the Hospital shall administer the Sponsored Research funding if the Hospital is eligible to do so under the Sponsor's funding terms, policies and procedures (the "Sponsor Terms"). In such circumstances, the Hospital will receive all of the indirect cost funds, if any, associated with the Sponsored Research. However, if the Hospital administers funding for research conducted primarily at the University, the University will receive 90% of the indirect costs funds, if any, associated with the Sponsored Research, the Hospital retaining 10% (subject to any change in applicable policy and/or procedure jointly adopted by the Hospital and the University).

If the Hospital is ineligible to administer Sponsored Research funding under the Sponsor Terms but the University is eligible to do so, the Hospital may request the University to administer the funding in accordance with the University's policies and procedures and the Sponsor Terms. If the University's Vice-President, Research and Innovation (or his/her delegate) accepts the request and the PI obtains all administrative approvals required under the University's policies and procedures, the University will administer the Sponsored Research funding and will retain 10% of the indirect cost funds, if any, associated with the Sponsored Research, the Hospital receiving 90% (subject to any change in applicable policy and/or procedure jointly adopted by the Hospital and the University).

The parties will enter into mutually acceptable sub-award agreements consistent with this Agreement with respect to any Sponsored Research funding to be transferred between them. Any issues arising out of this section will be discussed by TAHSN-r.

VI.5 INVENTIONS AND INTELLECTUAL PROPERTY

Both the University and the Hospital have their own policies regarding the ownership and treatment of intellectual property. In the absence of an agreement to the contrary with respect to a specific research project or other undertaking, the protocol as between the University and the Hospital regarding 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 8).

VI.6 THE CONDUCT OF RESEARCH

VI.6.1 Ethical Conduct

The parties expect the highest standards of ethical conduct in every aspect of research. To this end, Faculty Members 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 24) and any guidelines issued thereunder when conducting research at, or under the auspices of the University and following the parallel Hospital policy when conducting research at, or under the auspices of the Hospital.

Faculty Members will also adhere to all relevant guidelines of the University academic division(s) in which they hold an appointment, which, in the case of the Faculty of Medicine, include the Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11), Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9), and the Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10).

Where an allegation of research misconduct is made against an individual to whom the University's Framework to Address Allegations of Research Misconduct (attached as Schedule 12) applies who has an appointment at, and/or conducts research in, the Hospital, the Framework's Addendum (attached as Schedule 13) sets out the process for determining institutional jurisdiction over the allegation.

VI.6.2 Human Subjects Research

Conducting human subjects research is important to advance knowledge and ultimately to improve healthcare and health outcomes. The Hospital and University recognize the importance of facilitating

human subjects research as part of the joint academic mission. The Hospital and University are also committed to ensuring that human subjects research is conducted in a manner that meets or exceeds ethical standards.

The Hospital will operate its own Research Ethics Board (REB) or Boards (or be part of an REB consortium or otherwise engage an external REB as a board of record) that will be separate and independent from the University REB and that will be operated in a manner consistent with the principle of harmonization of research ethics and research policies set out in this Agreement. The Hospital agrees its own REB or REBs (or the REB consortium or external REB) 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 University recognizes REB board of record agreements as being a mechanism to improve efficiency within the Toronto Academic Health Science Network. Notwithstanding such agreements, 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 appropriate Toronto Academic Health Science Network Committee.

VI.6.3 Conflict of Interest

Faculty Members conducting research and teaching at the Hospital will be governed by the conflict of interest policy of the Hospital in addition to University policy and guidelines on conflict of interest.

VII 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.

VIII 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.

IX FUNDRAISING

The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. However it is anticipated that opportunities will arise from time to time where it is appropriate and desirable for the parties to joint fundraise for projects which are shared and approved priorities for both institutions. In such cases, the parties will enter into a joint fundraising agreement in advance which defines the designated shared projects for joint fundraising and the terms and conditions under which the parties will undertake the joint fundraising campaign (a Joint Fundraising Initiative). Under any Joint Fundraising

Initiative, the University and the Hospital or its affiliated Foundation will jointly and equally count the total pledge results of the campaign.

For example, fundraising from private sources is an important source of funding for chairs and professorships, which benefit both the Hospital and the University. It is anticipated that opportunities will arise from time to time where a Joint Fundraising Initiative that includes endowed or limited term 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 including endowed and limited term chairs and professorships.

The University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) 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 relevant Dean 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 28) will both be applied in the naming of the benefaction.

X USE OF NAMES AND INSIGNIAS AND ACKNOWLEDGEMENT OF INSTITUTIONAL AFFILIATION

The University and Hospital each encourage the use by the other party of the University, Faculty and/or Hospital 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 between the parties. 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.

The Hospital recognizes that Faculty Members are expected to cite the University of Toronto as one of their institutional affiliations in their research articles, conference papers and other publications. The Hospital will promote the citation of the University of Toronto on publications accordingly. For clarification, the Hospital is not expected to review and approve all publications, but is expected to make reasonable efforts to create a culture where both the University and the Hospital are named on all publications.

XI 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 Hospital President and Chief Executive Officer or his/her delegate 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:

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

If to Hospital:

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.

XII COORDINATION AND LIAISON

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

The University and the Hospital will continue to advance their joint mission through the Toronto Academic Health Science Network, its various committees and other committees, working groups and task forces in which the University and the Hospital participate.

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.

XII.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 report to an assigned leader in their discipline and teaching will be overseen by a senior Hospital executive who reports to the Hospital's President and Chief Executive Officer or his/her delegate. 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 for all University academic programs.

The Hospital will have an ex officio University representative on its Board.

XIII 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.

XIV 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 a Joint Committee.

As necessary, a Joint Committee may be struck to 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 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. 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.

XV LIABILITY, INDEMNIFICATION AND INSURANCE

XV.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 Members, 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 Members, 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.

XV.2 INDEMNIFICATION

Subject to the provisions of section XV.1, the Hospital shall at all times indemnify and save harmless the University, its governors, officers, Faculty Members, 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 XV.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.

XV.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, 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 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, 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.

The Hospital shall provide timely notice to the University of any circumstances that may give rise to a claim against or involving a Student. In addition, the Hospital undertakes to fully cooperate with the University and/or its insurer(s) in any investigation or defense of a claim against or involving a Student.

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

XV.4 STUDENT WORKPLACE INSURANCE

Students who are in the Hospital on unpaid placements are provided with Workplace Safety and Insurance Board (WSIB) or private insurance for coverage of claims in accordance with Ministry of Advanced Education and Skills Development (MAESD) policy and procedure. The University will be responsible for arranging the relevant workplace insurance documentation regarding coverage for eligible Students. Should the University wish to place a Student that does not qualify for MAESD workplace insurance coverage then the University will make such request to the Hospital VP Education or delegate, and the Hospital will determine whether or not it can accept the Student.

To safeguard Students' access to financial compensation under WSIB coverage, the University and the Hospital are each responsible for the timely reporting of all incidents involving Students who incur an injury or exposure to infectious or environmental hazards while on the premises of the Hospital.

- a) The Hospital commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
- b) Upon notification by the Hospital, the University commits to the reporting of the incident to the WSIB within the maximum timeframe specified by the WSIB.

XVI TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from January 1, 2017 to December 31, 2021.

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 may be terminated immediately by either party giving written notice to the other party if any of the following occurs:

- a) the nature of the other party's operations, or its corporate status, changes such that it is no longer able to meet its obligations under the Agreement;
- b) the other party makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- c) the other party ceases to operate; or
- d) an event of Force Majeure (as described in section XVII.4 below) continues for a period of 60 days or more.

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 1.5 above.

XVII GENERAL TERMS

XVII.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.

XVII.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.

XVII.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.

XVII.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.

XVII.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 the 1st day of January 2012, 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 XVII of this document, and the attached and referenced Appendix and Schedules 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.

XVII.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 xxx (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 in the absence of another agreement between the Parties for a particular research project or other undertaking that may generate inventions or other intellectual property;

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) "Lead Party" means the Party whose policies are determined under section 3.1 to apply to an Invention.
- (d) "Share" – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in sections 3.2 and 3.3.

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 Neither Party shall enter into an agreement with respect to research or the development or commercialization of intellectual property 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 an agreement shall provide a copy of the proposed agreement, 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. Application of Policies

- 3.1 Unless otherwise agreed, the intellectual property policies of the Party on whose premises the Invention was made shall apply to the Invention. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, the intellectual property policies of 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 shall apply to the Invention. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 In all cases, the Invention will be subject to the intellectual property policies of the Lead Party and those policies shall govern all rights in the Invention as between the Lead Party and the inventor(s), subject to any applicable agreements between them.
- 3.3 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.

4. Negotiation and Commercialization

- 4.1 Unless otherwise agreed, the Lead Party will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Lead Party will assume responsibility for all the costs and liabilities incurred in such activities. The Lead Party 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.
- 4.2 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 Lead Party 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 and Innovation
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

Vice-President, Research and Innovation

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

**SCHEDULES NOTED IN FULL AFFILIATION AGREEMENT
(Updated May 3, 2016)**

Schedule	Title
1	Policy for Clinical Faculty http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf
2	Procedures Manual for the Policy for Clinical (MD) Faculty http://www.facmed.utoronto.ca/sites/default/files/ProceduresManualClinicalFaculty.pdf
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching http://www.medicine.utoronto.ca/sites/default/files/guidelines.pdf
4	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated H http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/endowed.pdf
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) http://www.medicine.utoronto.ca/sites/default/files/Guidelines%20for%20Clinical%20Sites%20re.pdf
7	Harmonization of Research Policies Note: URL not available
8	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Rese http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Resea
9	Protection for Intellectual Freedom and Publication Rights http://medicine.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects http://www.medicine.utoronto.ca/research/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human
11	Principles and Responsibilities Regarding Conduct of Research http://medicine.utoronto.ca/sites/default/files/rp1011.pdf
12	Framework to Address Allegations of Research Misconduct http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf
13	Research Misconduct Framework Addendum http://www.research.utoronto.ca/wp-content/uploads/2012/09/Approved-Addendum_to_Address_Allegations_of_Research_Misconduct.pdf
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors
15	Policy On Appointment of Academic Administrators http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003i.pdf
16	Policy on Conflict of Interest – Academic Staff http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf
17	Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites http://www.pgme.utoronto.ca/sites/default/files/public/Policies_Guidelines/Assignment_Trainees/PGME%20Guidelines%20for%20the%20Assignment%20of%20PG%20Medical%20Trainees%20from%20Teaching%20Sites%20Final%20Jan%2027%202012.pdf
18	Graduate Supervision Guidelines for Students, Faculty and Administrators http://www.sgs.utoronto.ca/Documents/supervision+guidelines.pdf

Schedule	Title
19	Code of Student Conduct http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf
20	Code of Behaviour on Academic Matters http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun011995.pdf
21	Policy on Interdisciplinary Education and Research Planning http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf
22	The University of Toronto Guidelines for Extra-Departmental Units (EDUs) http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/edu-guidelines.pdf
23	Policy and Procedures on Academic Appointments http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003.pdf
24	Policy on Ethical Conduct in Research http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf
25	Policy on Research Involving Human Subjects http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun292000.pdf
26	Guidelines and Practices Manual for Research Involving Human Subjects http://www.research.utoronto.ca/wp-content/uploads/documents/2012/12/ERO_Guidelines_Manual-2007.pdf
27	Publication Policy http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmay302007ii.pdf
28	Policy on Naming http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct2419996.pdf
29	CEPD Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources http://www.cepd.utoronto.ca/wp-content/uploads/2009/06/cepd-commercial-support-policy.pdf
30	Standards of Professional Practice Behaviour for Medical Clinical Faculty http://www.medicine.utoronto.ca/sites/default/files/Standards%20of%20Behaviour%20for%20Medical%20Clinical%20Faculty%20June%202009.pdf
31	Standards of Professional Practice Behaviour for All Health Professional Students http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf
32	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf
33	Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf
34	University of Toronto Quality Assurance Process http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/utgap.pdf
35	Policy with Respect to Workplace Harassment http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf
36	Policy with Respect to Workplace Violence http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf
37	Academy Membership Framework http://www.md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf