



**FOR APPROVAL**

**PUBLIC**

**OPEN SESSION**

**TO:** Governing Council

**SPONSOR:** Professor Cheryl Regehr, Vice-President and Provost  
**CONTACT INFO:** (416) 978 2122  
[cheryl.regehr@utoronto.ca](mailto:cheryl.regehr@utoronto.ca)

**PRESENTER:** Lynn Wilson, Vice-Dean, Clinical and Faculty Affairs

**CONTACT INFO:** [lynn.wilson@utoronto.ca](mailto:lynn.wilson@utoronto.ca)

**DATE:** May 16, 2023 for May 18, 2023

**AGENDA ITEM:** 3 (b)

**ITEM IDENTIFICATION:**

Renewal of the existing affiliation agreements between the University of Toronto and its community hospitals, and revisions to the agreement template last updated in 2017.

**JURISDICTIONAL INFORMATION:**

Governing Council

The Academic Board is responsible for reviewing template agreements with external bodies. Such agreements must then be considered for approval by the Governing Council. (Section 5.3.1 of the *Academic Board Terms of Reference*.)

**GOVERNANCE PATH:**

1. Planning and Budget Committee [for recommendation] (April 12, 2023)
2. Academic Board [for recommendation] (April 27, 2023)
3. Executive Committee [for endorsement and forwarding] (May 9, 2023)
4. **Governing Council [for approval] (May 18, 2023)**

**PREVIOUS ACTION TAKEN:**

The community hospitals affiliation agreement template was last approved by Governing Council on October 26, 2017. Prior versions of the template were approved in 2013 and 2007. The current affiliation agreements will expire on May 31, 2023. The affiliated community hospitals are:

- Lakeridge Health
- Oak Valley Health
- Ontario Shores Centre for Mental Health Sciences
- Royal Victoria Regional Health Centre
- Southlake Regional Hospital
- Unity Health – Providence Healthcare
- Waypoint Centre for Mental Health Care
- West Park Healthcare
- William Osler Health System

## **HIGHLIGHTS:**

Revisions to the community hospitals' affiliation agreement template draw on the extensive consultations completed for the revisions of the template for the fully affiliated hospitals, which was approved by Governing Council on October 27, 2022. From March 2021 to October 2021, the Office of the Vice-Provost, Relations with Health Care Institutions collected internal input on the 2016 fully affiliated hospital template from a wide spectrum of academic and administrative divisions that included: Vice-Provost and Vice-President portfolios; the seven health sciences Faculties; leadership within the Faculty of Medicine; legal counsel; the Office of Risk Management; the School of Graduate Studies; and the Freedom of Information and Protection of Privacy Office. In the fall of 2022, further consultation was undertaken to determine which revisions from the fully affiliated hospital agreement template were appropriate for the community hospital agreement template, and to determine if any further revisions unique to the community hospitals were required.

Attached, members will find a copy of the 2018 approved template, a copy of the revised agreement template, and a marked-up version of the agreement template that tracks the agreed upon revisions. The revisions to the template can be placed into three categories: (1) revisions that reflect changes in legislation or policy; (2) revisions that reflect current practice in more detail; and (3) revisions that provide clarity.

### **\*AMENDMENT – May 16, 2023**

A further revision is being proposed to Section XV.3 – Insurance. This change, reflecting that the University will provide insurance for Students, and will not require the hospitals to provide insurance for University equipment located on hospital premises, was agreed to, and approved for the fully affiliated hospital agreement as part of the 2016 revisions, alongside an increase to the University's insurance coverage agreed to with the hospitals in 2022. Typically, such changes carry forward to the community hospitals' agreement, but it appears that those changes were not moved forward to the current revised template and only just caught. Accordingly, the proposed change is to correct this oversight.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the University's operating budget as a result of the proposed revisions and renewal of the affiliation agreements with each of the community hospitals.

Insuring our own off-premises property (provided values at any one location do not exceed \$10 million) will not have financial implications. Assuming general liability insurance for students will not increase premium costs.

**RECOMMENDATION:**

Be It Resolved:

THAT the revised template for affiliation agreements between the University of Toronto and the community hospitals be approved, effective immediately;

THAT the President, or designate, be authorized to sign such agreements on behalf of the Governing Council, provided that the agreements conform to the approved template; and

THAT the agreements signed under the provisions of this resolution be filed with the Secretary of Governing Council.

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**DOCUMENTATION PROVIDED:**

2017 Template – Community Hospitals (current)

2017 Template – Community Hospitals (with all proposed revisions in track changes and new revision highlighted on page 32)

2023 Template – Community Hospitals (proposed revised clean copy)

THIS AGREEMENT made in duplicate  
as of the [-] day of [month], [year]

BETWEEN

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

AND

**ANY COMMUNITY 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 include providing, promoting and advancing 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]**

### 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 Students.

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 shares resources and services strategically with affiliates 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 (as hereinafter defined), 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 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 follows:

## **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, the 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 or clinical 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 (MD) faculty* means 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 (MD) Faculty as Clinical (MD) 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 at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.

- g. *Faculty Members* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in d) and f) to h) below.
- h. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or department at the University. Health Science faculty are not Clinical (MD) 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. *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.
- k. *Teaching Programs* means programs within various University Faculties, departments or units (including, but not limited to: Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, 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.
- 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, as amended from time to time, made under such specific 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) attached as Schedules to this Agreement, to the extent that such policies, procedures, guidelines and protocols bind or create obligations for the Hospital:
  - Policy for Clinical (MD) Faculty (attached as Schedule 1)
  - Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2)
  - Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3)
  - Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4),
  - Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5)
  - Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (attached as Schedule 6)

Any proposed changes to the University's Policy for Clinical (MD) 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 (MD) Faculty and Procedures Manual for Policy for Clinical (MD) 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 an ad hoc Joint Committee.

- 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 University research policies listed below in this subsection are binding on Students and Faculty Members but are otherwise not binding on the Hospital, and the University and the Hospital will work towards harmonizing and/or introducing them.
  - Harmonization of Research Policies (attached as Schedule 7)
  - 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)
  - Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9)

- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11)
- Framework to Address Allegations of Research Misconduct (attached as Schedule 12)
- Research Misconduct Framework Addendum (attached as 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 matter will be referred to the Research Committee of the Toronto Academic Health Science Network. The Hospital will not be obligated to harmonize its policies to any proposed changes unless it agrees to do so.

iii) With respect to the University policies, procedures, codes and similar documents that are listed below, the parties agree that the Hospital is not bound to these and is not obligated to monitor or enforce them: however Students and University appointees working in the Hospital are bound, and the Hospital recognizes and respects that. The Hospital will endeavour to avoid conflicts between these policies and Hospital policies and procedures and to advise the University of potential conflicts. For the purposes of this subsection, a "conflict" refers to a situation where a Hospital policy has the potential to impede the implementation of a University policy.

- Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14)
- Policy on Appointment of Academic Administrators (attached as Schedule 15)
- Policy on Conflict of Interest – Academic Staff (attached as Schedule 16)
- Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites (attached as Schedule 17)
- Code of Student Conduct (attached as Schedule 18)
- Code of Behaviour on Academic Matters (attached as Schedule 19)
- Policy on Interdisciplinary Education and Research Planning (Schedule 20)
- The University of Toronto Guidelines for Extra-Departmental Units (EDUs) (attached as Schedule 21);
- Policy and Procedures on Academic Appointments (attached as Schedule 22)
- Policy on Ethical Conduct in Research (attached as Schedule 23)
- Policy on Research Involving Human Subjects (attached as Schedule 24)
- Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct (attached as Schedule 25)
- Publication Policy (attached as Schedule 26)
- Policy on Naming (attached as Schedule 27)
- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (attached as Schedule 28)
- Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 29)
- Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30)
- Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (attached as Schedule 31)
- Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education (Schedule 32)

- University of Toronto Quality Assurance Process (Schedule 33)
- Policy on Sexual Violence and Sexual Harassment (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 policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XIII 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 guidelines and of the importance of adhering to them.

## **II APPOINTMENT OF FACULTY 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 acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other's policies and processes. 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.

Not all Hospital health professionals will have University appointments. Only those who are in 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 applicable 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 a Faculty Member 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 Hospital acknowledges that the University will appoint Clinical (MD) faculty in accordance with the Policy for Clinical (MD) Faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2). For those Faculty Members to whom the Policy for Clinical (MD) 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 medical-dental teaching staff 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 between the Hospital and the University as are necessary to render exemplary teaching and research.

### **II.3.2 University Appointment and Promotions**

Those members of the 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 appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

The University will use its best efforts to apply its policies and guidelines respecting appointments and promotions consistently and equitably in all University Faculties and Departments for all affiliated hospitals and teaching sites.

If any such dentist or physician ceases to hold either a Hospital or University appointment, the party 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 to the medical/dental staff of clinical departments and programs, now or hereafter established, of physicians or dentists who either will not hold University appointments or may also hold part-time or adjunct University appointments will be made in accordance with the Hospital's by-laws, policies and/or procedures. The Chief of the Hospital Department may consult the Chair of the corresponding University department regarding the appointment. For greater certainty, the parties agree that the Hospital does not require the University's approval with respect to such Hospital appointments.

Hospital appointments of staff who will hold full-time University appointments may be made only upon the recommendation of both the Chief of the Hospital Department and the Chair of the University of Toronto Clinical Department, hereinafter referred to as "Chair", or the Dean of a Health Faculty.

Nothing in this Agreement shall be interpreted to limit the Hospital's right to unilaterally alter, suspend or terminate the privileges of its medical-dental staff in accordance with its by-laws and the *Public Hospitals Act* as amended from time to time or to require approval of the University in such circumstances.

### **II.3.4 Terms and Conditions of Appointments**

The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. Any financial support from the University for academic activities in the Hospital will be dealt with by separate agreement, as necessary.

### **II.3.5 Clinical (MD) Faculty in the Faculty of Medicine**

#### **i) Policy for Clinical (MD) Faculty and Procedures Manual for Policy for Clinical (MD) Faculty**

The parties recognize that Clinical (MD) faculty are essential to the University's academic mission. They also recognize that the situation of Clinical (MD) faculty is very different from that of University-salaried tenured faculty. Appointments of Clinical (MD) faculty are governed by the University's Policy for Clinical (MD) faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical (MD) faculty (attached as Schedule 2).

#### **ii) Appointment of Clinical (MD) faculty**

The Faculty of Medicine will appoint Clinical (MD) faculty in accordance with the Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2). Clinical (MD) faculty members may be appointed as part-time or adjunct Clinical (MD) faculty members, and in some instances as full-time. The criteria for each type of appointment are set out in Procedure 2.0, section VI in Schedule 2 attached.

#### **iii) Academic Group Practices**

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 (attached as Schedule 2)) 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).

It is recognized that adjunct and part-time Clinical (MD) faculty may also participate in practice plans. The arrangements under which any such group practices function should be consonant with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

iv) Dispute Resolution for Academic Disputes

Academic disputes involving Clinical (MD) faculty members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 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 for eligible Clinical (MD) faculty. The Tribunal's decision 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 decision shall be final and binding on the complainant and the Hospital and the University. 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.

## **II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY**

- i) Health Science faculty of the University includes Hospital staff and employees appointed to one or more University Faculties and Departments other than Clinical Departments in Medicine and Dentistry. These include, but are not limited to: the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the 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.
- ii) The University will use reasonable efforts to promote the appointment of Health Science Hospital staff (i.e., non-physicians or non-dentists) as Health Science faculty and will work with the Hospital to clearly communicate the criteria for such appointments.
- iii) Individuals eligible for Health Science faculty appointments may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty without first obtaining the consent of the Hospital's President and Chief Executive Officer or her/his delegate. 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.
- iv) 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.

## **II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL CHIEFS**

The Hospital will consult with the University department Chair (or, in the case of Dentistry, the Dean) or his/her delegate before appointing or reappointing a Chief of a Medical or Dental Department in which significant teaching takes place. The parties acknowledge that it will be expected (although not mandatory) for the Chief of a medical or dental department in which significant teaching takes place to hold a University appointment. The Hospital does not require the University's approval to appoint a particular individual as Chief of a medical or dental department. For greater certainty, except as set out above, the Hospital has no obligation to consult with the University with respect to leadership positions.

## **II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS**

Collectively the community hospitals will have representation as appropriate in searches for clinical department Chairs, where there is teaching in the cognate community hospitals' Departments or programs.

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 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 32). The Hospital expects Faculty Members to perform their Hospital staff duties in accordance with the relevant Hospital policies.

## **II.8 REVIEW OF ACADEMIC APPOINTEES**

Upon request by the Vice-Provost, Relations with Health Care Institutions of the University, the Hospital will provide to the University for information, as soon as reasonably possible, a listing of All Health Professional faculty at the Hospital.

# **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 the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

The 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 and student evaluations.

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, subject to the mutual agreement of the parties on annual teaching placements, certain Hospital Departments and programs will engage in core teaching with evaluation, and that some or all of the Hospital staff or health professionals in those Departments and programs will have University appointments and will teach Students.

The University and the Hospital agree to work together in an annual collaborative planning process to determine the appropriate number of Student 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 a curriculum outline and the proposed list of Student placements at the Hospital.

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 the proposed Student placements, 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 the list of Student placements will be agreed upon by 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 endeavour 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 parties will cooperate to implement 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 teaching sites (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 hospitals.

The Hospital acknowledges the importance of Academies and the Hospital and University will determine together whether the Hospital will be involved in Academy teaching. The terms of any such involvement will be set out in a separate agreement between the Hospital and the University. Any such agreement will 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).

### **III.4 STUDENTS**

#### **III.4.1 Placement of Students**

For periods of time agreed to by the University and Hospital, Students will 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 and the Hospital's teaching commitment to the University. 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 sites 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 the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

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 38).

#### **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's administrative procedures to enable such placements.

### **III.4.3 Transfer of Students**

The Hospital will transfer Students of the University assigned to it for training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the appropriate department Chair and Dean or their delegates. However, provided it 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 Medical 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 is 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 18) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30) and by the Hospital in accordance with any applicable Hospital policies.

Notwithstanding the above, if in its sole discretion the Hospital determines that a Student's behaviour or activities is placing 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 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, 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 19) 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 29) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30) will apply to Faculty Members and Students in the Hospital as applicable.

### **III.4.6 Specification of the Responsibility for Safety Instruction 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 practice experience as part of their academic program on the premises of the Hospital as assigned per this Agreement. The Hospital shall provide applicable basic occupational health and safety awareness training to Students.
- b) The University undertakes to ensure that Students are educated about exposure, injury, treatment and follow-up, including their professional responsibility for self-care (as appropriate) before they are placed in the Hospital. 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) Follow-up care may include but is not limited to counselling and medical treatment.
  - ii) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
  - iii) 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.
  - iv) 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 University will assist the Hospital as required in setting up Teaching Programs.

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 accountability agreements that would materially affect the teaching obligations of the Hospital as set out in this Agreement and, where feasible, will 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 33) are mandated by external organizations such as 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, subject to available resources, 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, subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, 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 Students placed in the Hospital. 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 finding alternate arrangements 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.

### **III.5.5 Facilities**

The Hospital will provide in the Hospital such facilities for Students and clinical teachers as are agreed to by the Hospital's Vice-President Education (or equivalent) and the relevant Faculty Dean(s).

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 opportunities for Faculty Members to enhance their education skills through faculty 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 COMMITMENT TO HUMAN RIGHTS AND SAFE WORKPLACES**

The University and the Hospital are committed to human rights, safe workplaces, and having an environment free of prohibited discrimination, harassment, workplace violence and sexual violence. The parties shall comply with the Occupational Health and Safety Act and the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

Each party will adopt and/or comply with their own appropriate policies, procedures and obligations with respect to discrimination, harassment, workplace violence and sexual violence as applicable in the view of that party, subject to the following procedures:

When the Hospital becomes aware of an incident or complaint of workplace violence (which includes an attempt or threat) and/or workplace harassment, subject to the paragraph below regarding sexual violence, including sexual harassment, as defined in the Occupational Health and Safety Act, by or against a Student or Faculty Member who is working or studying in the Hospital, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions and the University's Executive Director, Personal Safety, High Risk & Sexual Violence Prevention & Support, 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, subject to the paragraph below regarding sexual violence, including sexual harassment, as defined in the Occupational Health and Safety Act by or against a Student or Faculty Member who is working or studying in the Hospital, the University will, if in its view it is appropriate to do so, inform the Hospital as soon as reasonably practicable.

In the event of allegations of sexual violence, including sexual harassment, by or against a Student or Faculty Member who is working or studying in the Hospital, the parties agree to follow the University's Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which policy applies and whether the University or the Site is responsible for dealing with a complaint.

## **V RESEARCH**

### **V.1 INTRODUCTION**

In achieving their common goals in research, the parties will consult each other in their research strategic planning processes.

### **V.2 CENTRES, INSTITUTES AND EXTRA-DEPARTMENTAL UNITS**

The Hospital and the University recognize that it is appropriate from time to time to take advantage of the synergy created by bringing together experts in a new or interdisciplinary field into a new administrative organization. In establishing such administrative units, the University will follow the provisions of the University of Toronto Guidelines for Extra-Departmental Units (EDUs) (attached as Schedule 21). 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 21 will be followed.

### **V.3 RESEARCH CHAIRS AND PROFESSORSHIPS**

In the establishment and maintenance of research chairs and professorships, the University's Policy on Endowed 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 22) or the Policy for Clinical (MD) faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

## **V.4 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).

## **V.5 THE CONDUCT OF RESEARCH**

### **V.5.1 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 23) 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 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 allegations.

### **V.5.2 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 in 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) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

### **V.5.3 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.

## **VI HEALTHCARE DELIVERY**

In supporting the Hospital in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that the Hospital is solely responsible for all healthcare delivery and patient care that occurs on the Hospital's premises or under the Hospital's jurisdiction. Nevertheless, the Hospital recognizes that the University has an interest in patient care and healthcare delivery, as they impact on the teaching of Students and on research. The University will support the Hospital in its efforts and requirements to maintain excellence in its standards of patient care and healthcare delivery particularly with regard to such processes as accreditation and review, and through the offering of constructive evaluation to the Hospital.

## **VII LIBRARY AND INFORMATION SERVICES**

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

The University will work with the Hospital to facilitate remote access by the Hospital to the University's library and information services.

## **VIII FUNDRAISING**

The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for 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 27) will both be applied in the naming of the benefaction.

## **IX USE OF NAMES AND INSIGNIAS AND ACKNOWLEDGMENT OF INSTITUTIONAL AFFILIATION**

The University and the 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 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.

## **X NOTIFICATION AND CONSULTATION**

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

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

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

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

If to University of Toronto:

Vice-Provost,  
Relations with Health Care Institutions  
University of Toronto  
Toronto, Ontario  
FAX # 416-X-X

If to Hospital:

President and CEO  
X Hospital  
Toronto, Ontario  
M5  
FAX# 416-X-X

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

## **XI COORDINATION AND LIAISON**

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

The Hospital will have representation on the Hospital University Education Committee and any committee dealing with integrated and community education issues that is established in the future.

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 community hospitals.

The Hospital and the University will liaise as appropriate on all task forces, committees and meetings as may be struck from time to time.

### **XI.2 LIAISON**

#### **XI.2.1 Hospital**

Clinical (MD) 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 placement and evaluation are the responsibility of the assigned leader.

All health professional teaching will be overseen by a senior executive of the Hospital who reports to the Hospital's President and Chief Executive Officer or his/her delegate.

The Hospital will name an individual(s) who will act as a liaison with the University for all University academic programs.

#### **XI.2.2 University**

The University will ensure that the Vice-Provost, Relations with Health Care Institutions, designates a University liaison, to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

## **XII CONFORMITY WITH OTHER COMMUNITY HOSPITAL AGREEMENTS**

The University will use its best efforts to ensure that its agreements with other community hospitals contain substantially the same provisions as are contained in this Agreement.

### **XIII MAINTENANCE OF AFFILIATION**

In order to monitor and coordinate this Affiliation, there will be ongoing liaison between the Vice-Provost, Relations with Health Care Institutions (or delegate) and the President and Chief Executive Officer of the Hospital (or delegate).

As needed, issues arising from this Agreement may be referred to an ad hoc Joint Committee. A Joint Committee 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, and will be comprised of equal numbers of representatives from the University and Hospital. The Committee will be co-chaired by the Vice-Provost, Relations with Health Care Institutions and the Hospital President and CEO (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. A Joint Committee will meet on an as needed ad hoc basis, at times and locations to be mutually agreed to by the parties. Either party may call a meeting of a Joint Committee. The Committee shall consider and make recommendations to the University and to the Hospital with respect to matters referred to it and, in addition, the Committee shall perform any duties assigned to it by the terms of this Agreement. The Joint Committee will use its best efforts to reach mutually acceptable solutions to disputes between the University and the Hospital related to this agreement; if no agreement can be reached on a particular issue, the parties will continue to implement the balance of the Agreement so far as practicable.

### **XIV LIABILITY, INDEMNIFICATION AND INSURANCE**

#### **XIV.1 LIABILITY**

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

#### **XIV.2 INDEMNIFICATION**

Subject to the provisions of section XIV.1 above, 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 XIV.1 above, 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 XIV.1 above, each party shall be responsible for all losses made or brought, prosecuted or threatened to be prosecuted by whomsoever arising out of:

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

### **XIV.3 INSURANCE**

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

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

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

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

### **XIV.4 STUDENT WORKPLACE INSURANCE**

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 will determine whether or not it can accept the Student.

To ensure compliance with the Workplace Safety and Insurance Act, 1997, WSIB policy and the University's private insurance coverage, the University and the Hospital share responsibility 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 incidents eligible for WSIB within the maximum timeframe specified by the WSIB.

## **XV TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT**

The term of this Agreement is for five (5) years from [month, day, year] to [month, day, year].

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 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 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 XVI.4 below) continues for a period of 60 days or more.

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties 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 (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

## **XVI GENERAL TERMS**

### **XVI.1 ASSIGNMENT AND ENUREMENT**

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

## **XVI.2 INDEPENDENT CONTRACTORS**

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

## **XVI.3 GOVERNING LAW**

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

## **XVI.4 FORCE MAJEURE**

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, an infectious outbreak or other situation in which the continued provision of facilities or assignment of Students pursuant to obligations 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 it is able to resume performance of its obligations herein.

## **XVI.5 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein, including, without limitation, the agreement(s) dated [\_\_\_\_], as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XVI of this document, and the attached and referenced Appendix and 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.

## **XVI.6 COUNTERPARTS**

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

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

Seal

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

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Vice-Provost, Relations with Health Care Institutions

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Secretary of Governing Council

**FOR THE HOSPITAL**

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Chair of the Board of [Directors/Trustees]

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President and Chief Executive Officer

## APPENDIX

### INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the [-] day of [month], [year] (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 section 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 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 & 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

\_\_\_\_\_  
Secretary of Governing Council

**FOR THE HOSPITAL**

\_\_\_\_\_  
Chair of the Board of [Directors/Trustees]

\_\_\_\_\_  
President and Chief Executive Officer

## SCHEDULES NOTED IN COMMUNITY AFFILIATION AGREEMENT (Updated August 21, 2017)

Schedule	Title
1	Policy for Clinical (MD) faculty <a href="http://www.governingcouncil.utoronto.ca/policies/clinical.htm">http://www.governingcouncil.utoronto.ca/policies/clinical.htm</a>
2	Procedures Manual for Policy for Clinical (MD) faculty (PDF only) <a href="http://www.facmed.utoronto.ca/sites/default/files/Procedures%20Manual%20for%20Policy%20for%20Clinical%20Faculty.pdf">http://www.facmed.utoronto.ca/sites/default/files/Procedures%20Manual%20for%20Policy%20for%20Clinical%20Faculty.pdf</a>
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching <a href="http://facmed.utoronto.ca/sites/default/files/Guideline%20for%20Ethics%20in%20Clinical%20Training.pdf">http://facmed.utoronto.ca/sites/default/files/Guideline%20for%20Ethics%20in%20Clinical%20Training.pdf</a>
4	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions <a href="http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising">http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising</a>
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives <a href="http://www.governingcouncil.utoronto.ca/policies/Endowed.htm">http://www.governingcouncil.utoronto.ca/policies/Endowed.htm</a>
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) <a href="http://medicine.utoronto.ca/sites/default/files/SLP%20HSCEP%20Guidelines.pdf">http://medicine.utoronto.ca/sites/default/files/SLP%20HSCEP%20Guidelines.pdf</a>
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 Research <a href="http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Research%20.pdf">http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Research%20.pdf</a>
9	Protection for Intellectual Freedom and Publication Rights <a href="http://facmed.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf">http://facmed.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf</a>
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects <a href="http://facmed.utoronto.ca/research/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human">http://facmed.utoronto.ca/research/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human</a>
11	Principles and Responsibilities Regarding Conduct of Research <a href="http://facmed.utoronto.ca/sites/default/files/rp1011.pdf">http://facmed.utoronto.ca/sites/default/files/rp1011.pdf</a>
12	Framework to Address Allegations of Research Misconduct <a href="http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf">http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf</a>
13	Research Misconduct Framework Addendum <a href="http://facmed.utoronto.ca/sites/default/files/Research%20Misconduct%20Framework%20Addendum%20-%20Procedures%20for%20Determining%20Jurisdiction%20in%20Complaints%20Involving%20Certain%20Non-University%20Institutions.pdf">http://facmed.utoronto.ca/sites/default/files/Research%20Misconduct%20Framework%20Addendum%20-%20Procedures%20for%20Determining%20Jurisdiction%20in%20Complaints%20Involving%20Certain%20Non-University%20Institutions.pdf</a>
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments <a href="http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors">http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors</a>
15	Policy On Appointment of Academic Administrators <a href="http://www.governingcouncil.utoronto.ca/policies/acadmin.htm">http://www.governingcouncil.utoronto.ca/policies/acadmin.htm</a>
16	Policy on Conflict of Interest – Academic Staff <a href="http://www.governingcouncil.utoronto.ca/policies/conacad.htm">http://www.governingcouncil.utoronto.ca/policies/conacad.htm</a>
17	Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites <a href="http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/AssignmentandRemovalPGMedicalTraineesTeachingSitesJan2012.pdf">http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/AssignmentandRemovalPGMedicalTraineesTeachingSitesJan2012.pdf</a>
18	Code of Student Conduct <a href="http://www.governingcouncil.utoronto.ca/policies/studentc.htm">http://www.governingcouncil.utoronto.ca/policies/studentc.htm</a>
19	Code of Behaviour on Academic Matters <a href="http://www.governingcouncil.utoronto.ca/policies/behaveac.htm">http://www.governingcouncil.utoronto.ca/policies/behaveac.htm</a>
20	Policy on Interdisciplinary Education and Research Planning <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf</a>

Schedule	Title
21	The University of Toronto Guidelines for Extra-Departmental Units (EDUs) <a href="http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/edu-guidelines.pdf">http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/edu-guidelines.pdf</a>
22	Policy and Procedures on Academic Appointments <a href="http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm">http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm</a>
23	Policy on Ethical Conduct in Research <a href="http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm">http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm</a>
24	Policy on Research Involving Human Subjects <a href="http://www.governingcouncil.utoronto.ca/policies/humanres.htm">http://www.governingcouncil.utoronto.ca/policies/humanres.htm</a>
25	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct <a href="http://www.sgs.utoronto.ca/facultyandstaff/Pages/Research-Involving-Human-Subjects.aspx?printfriendly=true">http://www.sgs.utoronto.ca/facultyandstaff/Pages/Research-Involving-Human-Subjects.aspx?printfriendly=true</a>
26	Publication Policy <a href="http://www.governingcouncil.utoronto.ca/policies/pubs.htm">http://www.governingcouncil.utoronto.ca/policies/pubs.htm</a>
27	Policy on Naming <a href="http://www.governingcouncil.utoronto.ca/policies/naming.htm">http://www.governingcouncil.utoronto.ca/policies/naming.htm</a>
28	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources <a href="http://facmed.utoronto.ca/sites/default/files/Commercial_Support.pdf">http://facmed.utoronto.ca/sites/default/files/Commercial_Support.pdf</a>
29	Standards of Professional Behaviour for Medical Clinical Faculty <a href="http://facmed.utoronto.ca/sites/default/files/standards.pdf">http://facmed.utoronto.ca/sites/default/files/standards.pdf</a>
30	Standards of Professional Practice Behaviour for All Health Professional Students <a href="http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm">http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm</a>
31	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media <a href="http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf">http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf</a>
32	Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education <a href="http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf">http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf</a>
33	University of Toronto Quality Assurance Process <a href="http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/utqap.pdf">http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/utqap.pdf</a>
34	Policy on Sexual Violence and Sexual Harassment <a href="http://www.governingcouncil.lamp4.utoronto.ca/wp-content/uploads/2016/12/p1215-poshsv-2016-2017pol.pdf">http://www.governingcouncil.lamp4.utoronto.ca/wp-content/uploads/2016/12/p1215-poshsv-2016-2017pol.pdf</a>
35	Policy with Respect to Workplace Harassment <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf</a>
36	Policy with Respect to Workplace Violence <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf</a>
37	Academy Membership Framework <a href="http://md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf">http://md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf</a>
38	Graduate Supervision Guidelines for Students, Faculty Members and Administrators <a href="https://www.sgs.utoronto.ca/Documents/supervision+guidelines.pdf">https://www.sgs.utoronto.ca/Documents/supervision+guidelines.pdf</a>

THIS AGREEMENT made in duplicate  
as of the [-] day of [month], [year]

BETWEEN

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

AND

**ANY COMMUNITY 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 include providing, promoting and advancing 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]**

### 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 Students.

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 shares resources and services strategically with affiliates 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 (as hereinafter defined), 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 remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Both the University and the Hospital acknowledge that the University and each affiliated teaching hospital will enter into its own separate affiliation agreement in the same form as this Agreement.

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 follows:

## **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, the 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 Temerty 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 or clinical 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 (MD) faculty* means 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 (MD) Faculty as Clinical (MD) 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 at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.
- g. *Faculty Members* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in d) and f) to h) below.
- h. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or department at the University. Health Science faculty are not Clinical (MD) 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. *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.
- k. *Teaching Programs* means programs within various University Faculties, departments or units (including, but not limited to: [Temerty Faculty of Medicine](#), Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, 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, [Faculty of Arts and Science](#)) 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.
- 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, as amended from time to time, made under such specific 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. Where this Agreement includes more than one legal entity defined collectively as the "Hospital", any reference in this Agreement to the Hospital's President and Chief Executive Officer will be interpreted to mean the most senior officer of the affiliated institution (if applicable and as set out above) that is most appropriate for the relevant issue.
- h.j.

## **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) attached as Schedules to this Agreement, to the extent that such policies, procedures, guidelines and protocols bind or create obligations for the Hospital:
- Policy for Clinical (MD) Faculty (attached as Schedule 1)
  - Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2)
  - Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3)
  - Sexual Harassment Protocol: Sexual Violence and Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health/Independent Research Institutions, Health Care Institutions and Teaching Agencies (attached as Schedule 4),
  - Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5)
  - Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (attached as Schedule 6)

Any proposed changes to the University's Policy for Clinical (MD) 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 (MD) Faculty and Procedures Manual for Policy for Clinical (MD) 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 an ad hoc Joint Committee.

- 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 University research policies listed below in this subsection are binding on Students and Faculty Members but are otherwise not binding on the Hospital, and the University and the Hospital will work towards harmonizing and/or introducing them.

- Harmonization of Research Policies (attached as Schedule 7)
- 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)
- Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11)
- Framework to Address Allegations of Research Misconduct (attached as Schedule 12)
- Research Misconduct Framework Addendum (attached as 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 matter will be referred to the Research Committee of the Toronto Academic Health Science Network. The Hospital will not be obligated to harmonize its policies to any proposed changes unless it agrees to do so.

- iii) With respect to the University policies, procedures, codes and similar documents that are listed below, the parties agree that the Hospital is not bound to these and is not obligated to monitor or enforce them: however Students and University appointees working in the Hospital are bound, and the Hospital recognizes and respects that. The Hospital will endeavour to avoid conflicts between these policies and Hospital policies and procedures and to advise the University of potential conflicts. For the purposes of this subsection, a "conflict" refers to a situation where a Hospital policy has the potential to impede the implementation of a University policy.

- Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14)
- Policy on Appointment of Academic Administrators (attached as Schedule 15)
- Policy on Conflict of Interest – Academic Staff (attached as Schedule 16)
- Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites (attached as Schedule 17)
- Code of Student Conduct (attached as Schedule 18)
- Code of Behaviour on Academic Matters (attached as Schedule 19)
- Policy on Interdisciplinary Education and Research Planning (Schedule 20)
- The University of Toronto Guidelines for Extra-Departmental Units (EDUs) (attached as Schedule 21);
- Policy and Procedures on Academic Appointments (attached as Schedule 22)
- Policy on Ethical Conduct in Research (attached as Schedule 23)
- Policy on Research Involving Human Subjects (attached as Schedule 24)
- ~~Graduate Student Guidelines: Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct~~ (attached as Schedule 25)
- Publication Policy (attached as Schedule 26)
- Policy on Naming (attached as Schedule 27)

- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (attached as Schedule 28)
- Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 29)
- Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30)
- Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (attached as Schedule 31)
- Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education (Schedule 32)
- University of Toronto Quality Assurance Process (Schedule 33)
- Policy on Sexual Violence and Sexual Harassment (Schedule 34)
- Policy with Respect to Workplace Harassment (Schedule 35)
- Policy with Respect to Workplace Violence (Schedule 36)
- Academy Membership Framework (Schedule 37)
- Graduate Supervision Guidelines (Schedule 38)
- PGME Guideline for Managing Disclosures About Learner Mistreatment (Schedule 39)
- MD Program Student Mistreatment Protocol (Schedule 40)
- Supportive Leaves Policy (Schedule 41)

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 policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XIII 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 or make any material change to the foregoing which could have an impact on the parties' obligations under the Agreement, the University will advise the Hospital. If a proposed new or changed University policy, procedure or guideline includes Hospital obligations, rights or roles, 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 guidelines and of the importance of adhering to them.

## **II APPOINTMENT OF FACULTY 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 acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other's policies and processes. 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.

Not all Hospital health professionals will have University appointments. Only those who are in clinical and other relevant departments and programs that are listed oin 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 applicable 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 a Faculty Member 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 Hospital acknowledges that the University will appoint Clinical (MD) faculty in accordance with the Policy for Clinical (MD) Faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2). For those Faculty Members to whom the Policy for Clinical (MD) 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).

Staff of the Hospital who hold status-only appointments at the University make significant contributions to the educational and research mission of the University including graduate supervision. It is for this reason that the University confers professorial rank, and membership within the School of Graduate Studies as appropriate, on these leaders within their fields.

## **II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF**

### **II.3.1 Staff Complement**



The medical-dental teaching staff 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 between the Hospital and the University as are necessary to render exemplary teaching and research.

### **II.3.2 University Appointment and Promotions**

Those members of the 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 appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

The University will use its best efforts to apply its policies and guidelines respecting appointments and promotions consistently and equitably in all University Faculties and Departments for all affiliated hospitals and teaching sites.

If any such dentist or physician ceases to hold either a Hospital or University appointment, the party where this occurs shall promptly inform the other (generally within 30 days). 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 to the medical/dental staff of clinical departments and programs, now or hereafter established, of physicians or dentists who either will not hold University appointments or may also hold part-time or adjunct University appointments will be made in accordance with the Hospital's by-laws, policies and/or procedures. The Chief of the Hospital Department may consult the Chair of the corresponding University department regarding the appointment. For greater certainty, the parties agree that the Hospital does not require the University's approval with respect to such Hospital appointments.

Hospital appointments of staff who will hold full-time University appointments may be made only upon the recommendation of both the Chief of the Hospital Department and the Chair of the University of Toronto Clinical Department, hereinafter referred to as "Chair", or the Dean of a Health Faculty.

Nothing in this Agreement shall be interpreted to limit the Hospital's right to unilaterally alter, suspend or terminate the privileges of its medical-dental staff in accordance with its by-laws and the *Public Hospitals Act* as amended from time to time or to require approval of the University in such circumstances.

### **II.3.4 Terms and Conditions of Appointments**

The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. Any financial support from the University for academic activities in the Hospital will be dealt with by separate agreement, as necessary.

### **II.3.5 Clinical (MD) Faculty in the Temerty Faculty of Medicine**

- i) Policy for Clinical (MD) Faculty and Procedures Manual for Policy for Clinical (MD) Faculty

The parties recognize that Clinical (MD) faculty are essential to the University's academic mission. They also recognize that the situation of Clinical (MD) faculty is very different from

that of University-salaried tenured faculty. Appointments of Clinical (MD) faculty are governed by the University's Policy for Clinical (MD) faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical (MD) faculty (attached as Schedule 2).

ii) Appointment of Clinical (MD) faculty

The Faculty of Medicine will appoint Clinical (MD) faculty in accordance with the Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2). Clinical (MD) faculty members may be appointed as part-time or adjunct Clinical (MD) faculty members, and in some instances as full-time. The criteria for each type of appointment are set out in Procedure 2.0, section VI in Schedule 2 attached.

iii) Academic Group Practices

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 (attached as Schedule 2)) 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).

It is recognized that adjunct and part-time Clinical (MD) faculty may also participate in practice plans. The arrangements under which any such group practices function should be consonant with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

iv) Dispute Resolution for Academic Disputes

Academic disputes involving Clinical (MD) faculty members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 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 for eligible Clinical (MD) faculty. The Tribunal's decision 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 decision shall be final and binding on the complainant and the Hospital and the University. 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.

## **II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY**

- i) Health Science faculty of the University includes Hospital staff and employees appointed to one or more University Faculties and Departments other than Clinical Departments in Medicine and Dentistry. These include, but are not limited to: the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the 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 and Faculty of Arts and Sciences.

- ii) The University will use reasonable efforts to promote the appointment of Health Science Hospital staff (i.e., non-physicians or non-dentists) as Health Science faculty and will work with the Hospital to clearly communicate the criteria for such appointments.

Individuals eligible for Health Science faculty appointments may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty without first obtaining the consent of the Hospital's President and Chief Executive Officer or ~~her/his~~their delegate. The Hospital will make efforts to co-ordinate with the University prior to recruiting individuals that the Hospital anticipates would hold an academic appointment with a Health Science faculty. 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 be employed (or otherwise appointed) at the Hospital, the Hospital will inform the University of this change. Such communication will occur either (i) at around the time of the change where reasonably possible, in particular if a party has identified to the other that the impact of the change may be important (e.g. research grant eligibility), or (ii) at a minimum, annually.

- iii) 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.

## **II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL CHIEFS OR HEADS**

The Hospital will consult with the University department Chair (or, in the case of Dentistry, the Dean) or ~~his/het~~their delegate before appointing or reappointing a Chief of a Medical or Dental Department in which significant teaching takes place. The parties acknowledge that it will be expected (although not mandatory) for the Chief of a medical or dental department in which significant teaching takes place to hold a University appointment. The Hospital does not require the University's approval to appoint a particular individual as Chief of a medical or dental department. For greater certainty, except as set out above, the Hospital has no obligation to consult with the University with respect to leadership positions.

Any reference to a "Chief" is also to be interpreted to be to the "Head" of a department and any such appointment should reflect the terminology used by the University or Hospital.

The parties recognize that departments of the Hospital may not be parallel to the departments of the University, and they will each make reasonable adjustments herein including with their communications.

## **II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS**

Collectively the community hospitals will have representation as appropriate in searches for clinical department Chairs, where there is teaching in the cognate community hospitals' Departments or programs.

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 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 32). In addition, the~~The~~ Hospital expects Faculty Members to perform their Hospital staff duties in accordance with the relevant Hospital policies.

## **II.8 REVIEW OF ACADEMIC APPOINTEES**

Upon request by the Vice-Provost, Relations with Health Care Institutions of the University, the Hospital will provide to the University for information, as soon as reasonably possible, a listing of All Health Professional faculty at the Hospital.

# **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 the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

The 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 and student evaluations.

The University and the Hospital agree to follow as appropriate, ~~the~~ Temerty 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 and Faculty. The learning environment includes formal learning activities as well as attitudes, values, and informal "lessons" conveyed by individuals with whom the Student comes in contact. The University may, where reasonably possible, and at its sole discretion, make available training and education on such matters to post-doctoral students that are solely involved in research at the Hospital and where the foregoing is significantly more efficient than to require a separate Hospital program.

### III.2 HOSPITAL STUDENT PLACEMENT COMMITMENT

The University and Hospital agree that, subject to the mutual agreement of the parties on annual teaching placements, certain Hospital Departments and programs will engage in core teaching with evaluation, and that some or all of the Hospital staff or health professionals in those Departments and programs will have University appointments and will teach Students.

The University and the Hospital agree to work together in an annual collaborative planning process to determine the appropriate number of Student 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 a curriculum outline and the proposed list of Student placements at the Hospital.

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 the proposed Student placements, 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 the list of Student placements will be agreed upon by 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; the parties acknowledge that changes to the foregoing or less notice may be required in certain circumstances (e.g. pandemic or other force majeure). 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 endeavour 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 parties will cooperate to implement 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 teaching sites (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital.

The parties recognize that information about Temerty Faculty of Medicine residents and fellows registration is documented through an electronic system at the University, which captures the majority of onboarding requirements associated with placements at the Hospital and other affiliated hospitals. The foregoing process is captured and confirmed on an annual basis. The Hospital agrees to harmonize to the extent reasonably possible the onboarding of such residents and fellows with other affiliated hospitals, to ensure efficient, effective and safe preparation to work in the clinical environment.

### 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 hospitals.

The Hospital acknowledges the importance of Academies and the Hospital and University will determine together whether the Hospital will be involved in Academy teaching. The terms of any such involvement will be set out in a separate agreement between the Hospital and the University. Any such agreement will 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 parties may establish a formal funding schedule for this, including support for the Academy Director role, which schedule will anticipate year over year changes.

### **III.4 STUDENTS**

#### **III.4.1 Placement of Students**

For periods of time agreed to by the University and Hospital, Students will 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 and the Hospital's teaching commitment to the University. 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 Temerty Faculty of Medicine will assign postgraduate Students-medical residents to teaching hospitals and sites 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 the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

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 38).

#### **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's administrative procedures to enable such placements.

#### **III.4.3 Transfer of Students**

The Hospital will transfer Students of the University assigned to it for training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the

appropriate department Chair and Dean or their delegates. However, provided it 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 Medical 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 is 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 18) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30) and by the Hospital in accordance with any applicable Hospital policies.

Notwithstanding the above, if in its sole discretion the Hospital determines that a Student's behaviour or activities is placing 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 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, 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 19) will apply to its Faculty Members and Students in the Hospital.

The Temerty Faculty of Medicine's Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 29) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30) will apply to Faculty Members and Students in the Hospital as applicable.

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

a) The University and the Hospital are committed to protecting the health and safety of Students gaining clinical and/or practice 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. in the same manner as other employees of the Hospital (with any appropriate and applicable adjustments).  
~~applicable basic occupational health and safety awareness training to Students.~~

~~a)b)~~

~~b)c)~~ The University undertakes to ensure that Students are educated about exposure, injury, treatment and follow-up, including their professional responsibility for self-care (as appropriate) before they are placed in the Hospital. Furthermore, the University undertakes to include education of Students about the effects of infectious and environmental disease or disability on Student learning activities.

~~e)d)~~ 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)e) 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)f) Follow-up

- i) Follow-up care may include but is not limited to counselling and medical treatment.
- ii) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
- iii) 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.
- iv) 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/their family doctor)
  - At his/her/their Academy base site (for undergraduate medical Students)
  - Through another care provider arranged by the University

#### g) Immunization and Mask Fit Requirements

Subject to the exceptions set out herein, the University will ensure that all Students to be placed at the Hospital have completed the immunization and mask fit requirements prior to commencing placements (proof available upon request) as required by the Hospital and as communicated with reasonable advance notice to the University. Notwithstanding the foregoing, the Hospital will be responsible for the following: (i) ensuring completion of immunization and mask fit requirements by undergraduate, Masters and PhD Students that are registered with the University, if they are engaged solely in research work at the Hospital and (ii) ensuring completion of mask fit requirements for medical students, medical residents, clinical fellows, and those research fellows registered with the University's Postgraduate Medical Education Program.



### III.4.7 Collection, Sharing and Related Consent of Additional Information

The University will collect from Students their immunization status and will provide the Hospital upon reasonable request with such immunization status or exemption information that the University has obtained from the Students. It is recognized that the Hospital retains the discretion to decide whether a Student participates in a placement at the Hospital based on their compliance with Hospital immunization requirements.

The following processes relate to criminal and/or vulnerable sector background checks:

a) Where required for a University program (i.e. at the Effective Date, for nursing and medical programs) the University will collect and review the following from Students: 1) criminal and/or vulnerable sector background checks; and 2) information or restrictions noted by the College of Physicians and Surgeons of Ontario in an educational license, and will screen Students in accordance with applicable professional standards and the University's established practices, prior to a clinical placement. These practices include providing information or restrictions noted by the College of Physicians and Surgeons of Ontario to the Hospital that could be relevant to a clinical placement.

b) In rare instances where the University receives a positive criminal and/or vulnerable sector background check regarding a Student, the Vice-President Education or delegate from each hospital and the University will promptly convene as an expert panel and on a case-by-case basis, to assess whether the Student's participation in a clinical placement poses a safety risk or other risk related to professional conduct. The Parties will make this assessment applying an equity, diversity and inclusion lens and by taking into account the Student's lived experiences. However, the Hospital retains the discretion to decide whether a Student participates in a placement at the Hospital based on the positive criminal and/or vulnerable sector background check and will promptly advise the University of its decision.

c) All Student information disclosed by the University to the expert panel shall be:

i) anonymous,

ii) treated as highly confidential,

iii) not be used for any other purposes other than to complete the assessment, and

iv) destroyed at the completion of the assessment, though a confidential summary may be maintained by each Party to evidence that an assessment occurred.

d) As is the current practice, where University programs do not require criminal and/or vulnerable sector background checks as an enrollment condition but the Hospital requires such background checks in order for a Student to participate in a placement, the Hospital will request the criminal and/or vulnerable sector background checks directly from such Student and will screen in accordance with its own established practices. The Hospital will notify the University of such requirement as soon as practicable.

## **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 University will assist the Hospital as required in setting up Teaching Programs.

The Hospital will notify the appropriate Dean or her/his/their delegate(s) of any proposed change in Hospital strategic plans and Ministry of Health, Ministry of ~~and~~ Long-Term Care, or Local Health Integration Network accountability agreements that would materially affect the teaching obligations of the Hospital as set out in this Agreement and, where feasible, will 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 33) are mandated by external organizations such as 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, subject to available resources, 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-out-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, subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, 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 Students placed in the Hospital. 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 finding alternate arrangements 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.

### **III.5.5 Facilities**

The Hospital will provide in the Hospital such facilities for Students and clinical teachers as are agreed to by the Hospital's Vice-President Education (or equivalent) and the relevant Faculty Dean(s).

The Hospital agrees to recognize the accreditation standard requirements for the undergraduate medical Student program with respect to space and facilities as detailed on the CACMS website <https://cacms-cafmc.ca/>, with similar space and facilities (with appropriate adjustments) to be made available for other Students engaged at the Hospital.

~~, 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 opportunities for Faculty Members to enhance their education skills through faculty 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 COMMITMENT TO HUMAN RIGHTS AND SAFE WORKPLACES**

The University and the Hospital are committed to human rights, safe workplaces, and having an environment free of prohibited discrimination, harassment, workplace violence and sexual violence. The parties shall comply with the Occupational Health and Safety Act and the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

Principles for coordinating the investigation process and timely mutual notification of incidents or complaints related to any of the foregoing matters that are not otherwise addressed by this Part IV will be set out in a separate guidance document developed and agreed upon by the Parties working through TAHSN-L.

Each party will adopt and/or comply with their own appropriate policies, procedures and obligations with respect to discrimination, harassment, workplace violence and sexual violence as applicable in the view of that party, subject to the following procedures:

When the Hospital becomes aware of an incident or complaint of workplace violence (which includes an attempt or threat) and/or workplace harassment, subject to the paragraph below regarding sexual violence, including sexual harassment, as defined in the Occupational Health and Safety Act, by or against a Student or Faculty Member who is working or studying in the Hospital, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions and the University's ~~Executive~~ Director, ~~Personal Safety, High Risk & Sexual Violence Prevention & Support~~ Centre, 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, subject to the paragraph below regarding sexual violence, including sexual harassment, as defined in the Occupational Health and Safety Act by or against a Student or Faculty Member who is working or studying in the Hospital, the University will, if in its view it is appropriate to do so, inform ~~the a suitable~~ Hospital representative as soon as reasonably practicable.

In the event of allegations of sexual violence, including sexual harassment, by or against a Student or Faculty Member who is working or studying in the Hospital, the parties agree to follow the University's Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which policy applies and whether the University or the Site is responsible for dealing with a complaint.

## **V. PRIVACY AND INFORMATION SECURITY**

### **V.1 INTRODUCTION**

The University and the Hospital acknowledge and agree that they are each subject to privacy legislation and policies, including, but not limited to the *Freedom of Information and Protection of Privacy Act* (FIPPA) and the *Personal Health Information Protection Act* (PHIPA).

Both the University and the Hospital will each receive personal information about/of Students from Students and from each other as necessary for the purposes of this Agreement; to confirm, in this Agreement reference to personal information includes personal health information.

### **V.2 PROTECTING PERSONAL INFORMATION**

The University and the Hospital shall protect all personal information relating to Students and/or patients of the Hospital in a manner consistent with legal and policy requirements, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this Agreement. Each of the University and the Hospital shall employ personal information only for purposes of this Agreement and shall destroy or return it at the end of the Agreement term, except as required by law or policy.

### **V.3 SHARING OF PERSONAL INFORMATION CONSISTENT WITH THE PURPOSES OF THIS AGREEMENT**

To the extent permitted by law, the University and the Hospital may share with the other any and all personal information of Students necessary for the purposes of this Agreement. The University will notify and inform the Student regarding the use of personal information for such purpose, including relevant background from the Hospital on the purpose for such collection and use (e.g. those matters listed in the paragraph below) and impact if consent is not provided.

The University and the Hospital agree that the purposes of this Agreement shall include supervision, safety, course and academic purposes, including academic integrity, ethical and professional standards, and other standards and requirements that may relate to the course or work of Students and others. The University and the Hospital may share such information only to the extent necessary for these purposes under this Agreement.

### **V.4 REPORTING PRIVACY INCIDENTS**

Each of the University and the Hospital shall notify the other as soon as practicable, but no more than the five (5) days, in the event of a privacy or security issue relating to a Student and respecting personal information, or of a loss, disclosure, or sharing of personal information, whether required by law, accidental, unauthorized or otherwise.

### **V.5 SAFEGUARDING INFORMATION**

The University and the Hospital shall each employ effective, up-to-date administrative, technical and physical safeguards consistent with accepted information technology security standards and practices, including properly implemented encryption, virus, malware, and firewalls, and other appropriate strong security protections against unlawful, unauthorized, or accidental access, loss, destruction or damage of personal information.

### **V.6 PRIVACY TRAINING**

The University and the Hospital shall provide training to its employees about how to safeguard personal information in all forms, including paper, electronic, and in oral communications.

The University shall provide Privacy training to clinical Students on an annual basis, except that the Hospital has the primary responsibility for the Privacy training of undergraduate, Masters and PhD Students that are registered with the University, if they are engaged solely in research activities at the Hospital. The University and the Hospital will cooperate to confirm compliance with the foregoing and to reduce the potential for duplicative training requirements for Students that may qualify as Hospital research only Students. The Hospital shall have the right to review the training on request.

### **V.7 CONTACT PERSONS**

Each of the University and the Hospital shall designate a contact person for privacy and data security matters relating to this Agreement.

## **VI RESEARCH**

### **VI.1 INTRODUCTION**

In achieving their common goals in research, the parties will consult each other in their research strategic planning processes.

The Hospital and the University each agree to supporting the full costs of research through consistent approaches on the inclusion of organizational (indirect) costs into budgets for expendable research gifts and grants, whether industry sponsored, government, philanthropic, or charity-based, in alignment with sponsor allowable indirect cost rates for established funding programs. Implementation of the full cost model at each of the Hospital and the University will be in alignment with TAHSN agreed upon principles as such may be amended from time to time.

The manner in which graduate Students are supervised, including those engaged in research activities at the Hospital, is governed by the applicable University policies set out in Schedule 18, including the Graduate Student Guidelines. If either the Hospital or the University becomes aware of any serious concerns related to graduate student supervision, they will endeavour to inform and engage the other Party as early as possible.

## **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 21). 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 21 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 22) or the Policy for Clinical (MD) faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

## **VI.4 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. Temerty 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.5 THE CONDUCT OF RESEARCH**

### **VI.5.1 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 23) 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 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 [Temerty](#) 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 allegations.

## **VI.5.2 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 in 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) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the [Personal Health Information Protection Act, 2004](#) and O.Reg 245/06. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.



### **VI.5.3 Conflict of Interest Relationship Attestation and Disclosure**

Faculty Members conducting research and teaching at the Hospital will be governed by the conflict of interest policy Relationship Attestation and Disclosure policy (or equivalent) of the Hospital in addition to University policy and guidelines on conflict of interest.

## **VI HEALTHCARE DELIVERY**

In supporting the Hospital in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that the Hospital is solely responsible for all healthcare delivery and patient care that occurs on the Hospital's premises or under the Hospital's jurisdiction. Nevertheless, the Hospital recognizes that the University has an interest in patient care and healthcare delivery, as they impact on the teaching of Students and on research. The University will support the Hospital in its efforts and requirements to maintain excellence in its standards of patient care and healthcare delivery particularly with regard to such processes as accreditation and review, and through the offering of constructive evaluation to the Hospital.

## **VII LIBRARY AND INFORMATION SERVICES**

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

The University will work with the Hospital to facilitate remote access by the Hospital to the University's library and information services.

## **VIII—IX FUNDRAISING**

### **IX.1 Joint Fundraising**

The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for 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.

### **IX.2 Named Chairs and Professorships**



~~The~~ For all hospital-university chairs, 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 27) as well as the most current naming valuation guidelines will both be applied in the naming of the benefaction.

## **IX USE OF NAMES AND INSIGNIAS AND ACKNOWLEDGMENT OF INSTITUTIONAL AFFILIATION**

The University and the 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 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, subject to the foregoing. 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 **[TO BE ADDED BY THE HOSPITAL]** will meet that requirement.

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

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



If to University of Toronto:  
  
Vice-Provost,  
Relations with Health Care Institutions  
University of Toronto  
Toronto, Ontario  
~~FAX # 416-X-X~~

If to Hospital:  
  
President and CEO  
X Hospital  
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 Hospital will have representation on the Hospital University Education Committee and any committee dealing with integrated and community education issues that is established in the future.

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 community hospitals.

The Hospital and the University will liaise as appropriate on all task forces, committees and meetings as may be struck from time to time.

### **XII.2 LIAISON**

#### **XII.2.1 Hospital**

Clinical (MD) 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 placement and evaluation are the responsibility of the assigned leader.

All health professional teaching will be overseen by a senior executive of the Hospital who reports to the Hospital's President and Chief Executive Officer or his/her delegate.

The Hospital will name an individual(s) who will act as a liaison with the University for all University academic programs.

#### **XII.2.2 University**

The University will ensure that the Vice-Provost, Relations with Health Care Institutions, designates a University liaison, to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

## **XIII CONFORMITY WITH OTHER COMMUNITY HOSPITAL AGREEMENTS**

The University will use its best efforts to ensure that its agreements with other community hospitals contain substantially the same provisions as are contained in this Agreement.

## ~~XIII~~ 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 delegate) and the President and Chief Executive Officer of the Hospital (or delegate).

As needed, issues arising from this Agreement may be referred to an ad hoc Joint Committee. A Joint Committee 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, and will be comprised of equal numbers of representatives from the University and Hospital. The Committee will be co-chaired by the Vice-Provost, Relations with Health Care Institutions and the Hospital President and CEO (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. A Joint Committee will meet on an as needed ad hoc basis, at times and locations to be mutually agreed to by the parties. Either party may call a meeting of a Joint Committee. The Committee shall consider and make recommendations to the University and to the Hospital with respect to matters referred to it and, in addition, the Committee shall perform any duties assigned to it by the terms of this Agreement. The Joint Committee will use its best efforts to reach mutually acceptable solutions to disputes between the University and the Hospital related to this agreement; if no agreement can be reached on a particular issue, the parties will continue to implement the balance of the Agreement so far as practicable.

## ~~XIV~~ XIV LIABILITY, INDEMNIFICATION AND INSURANCE

### ~~XIV~~ XIV.1 LIABILITY

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

### ~~XIV~~ XIV.2 INDEMNIFICATION

Subject to the provisions of section XIV.1 above, 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 XIV.1 above, 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 XIV.1 above, each party shall be responsible for all losses made or brought, prosecuted or threatened to be prosecuted by whomsoever arising out of:

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

### **XIV.3 INSURANCE**

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

The University shall maintain in full force and effect a policy of comprehensive liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees, ~~and agents~~ **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 \$~~10~~**5** million per occurrence.

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

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

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

#### **XIV.4 STUDENT WORKPLACE INSURANCE**

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)~~ Colleges and Universities (MCU) 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-MCU workplace insurance coverage or the University's private insurance coverage, then the University will make such request to the Hospital will determine whether or not it can accept the Student.

To ensure compliance with the Workplace Safety and Insurance Act, 1997, WSIB policy and the University's private insurance coverage, the University and the Hospital share responsibility 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 incidents eligible for 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 [month, day, year] to [month, day, year].

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 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 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 XVI.4 below) continues for a period of 60 days or more.

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties 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 (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

## **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.

### **XVI.3 GOVERNING LAW**

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

### **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 pursuant to obligations 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 it is able to resume performance of its obligations herein.

### **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 [\_\_\_\_], as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XVI of this document, and the attached and referenced Appendix and 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 [and if applicable its affiliated institutions]

([collectively] the "Hospital")

and

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

(the "University")

WHEREAS the Hospital and the University (individually a "Party" and collectively the "Parties") have an affiliation agreement and many Hospital staff ("Staff") and University faculty members ("Faculty") are concurrently appointed;

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

AND WHEREAS it is in the interest of the Parties to foster an environment of healthy cooperation and collaboration while acknowledging the procedural and policy differences between the University and the Hospital;

AND WHEREAS each Party has its own separate and distinct policies and procedures regarding the ownership and treatment of inventions and other intellectual property, including how the Party distributes its Revenue Share internally ("IP Policies");

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. More particularly, in the absence of other agreement(s) between the Parties, this IP Agreement addresses (a) joint ownership of an Invention between the Parties, (b) which IP Policies apply to each Inventor of an Invention and (c) revenue sharing and commercialization obligations as between the Parties;

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

#### 1. Definitions

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

(a) “Applicable Party” means the Party whose IP Policies are determined to apply to an Inventor using the criteria as set out in section 3.1.

(b) “Inter-Institutional Agreement” means an agreement between the Parties to address, in more detail, one or more of commercialization activities, patent prosecution activities, appropriate Revenue Share arrangement, sharing of expenses, and/or other applicable matters as it relates to an Invention.

(c) “Invention” means 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.

(d) “Inventor” means the Staff or Faculty (and other persons as identified under section 2.3) that would be considered an inventor (or creator as the case may be) as defined by the IP Policies of either the Hospital or University.

(e) “Lead Party” means the Applicable Party if there is only one Applicable Party for all Inventors, or as otherwise determined under section 4.2.

(f) “Net Revenue” means 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 those legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights or as otherwise permitted pursuant to the applicable IP Policies, or as otherwise agreed by the Parties in an Inter-Institutional Agreement.

(g) “Responsible Officer” means a Party’s Vice-President, Research/Chief of Research/Innovation, as the case may be, or delegate thereof.

(h) “Revenue Share” means the proportionate share of Net Revenue applicable to a Party as determined under section 3.2.

## 2. Mutual Disclosure

2.1 When Staff or Faculty holding appointments in both the University and the Hospital makes or creates an Invention, they shall disclose it to one of the Parties, in accordance with the IP Policies of that Party. If the disclosure indicates that, or if it is otherwise determined by a Party that, in the process of creating the Invention, the individual used, in any way, facilities, resources and materials 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 an Invention 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 Invention or any 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. The Parties may address or alter these obligations through an Inter-Institutional Agreement.

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 or Faculty 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's commercialization office or equivalent responsible office indicates in writing that it is non-confidential.

### 3. Application of Policies

3.1 Unless otherwise agreed, the IP Policies of the Party on whose premises the Invention was made by an Inventor shall apply to that Inventor. If the Invention was made by an Inventor on the premises of both Parties, the premises of neither Party, or the Parties cannot agree on where the Invention was made, the IP Policies of the Party that has provided the greater proportionate share of the salary of the academic staff member named as Inventor for the Invention at the time when the Invention was disclosed shall apply to the Invention. Where the Parties have shared premises, they will have an agreement to address ownership of Inventions using such shared premises. In the event of an unresolvable disagreement as to whose IP Policies apply to a given Inventor, a decision shall be made by the Responsible Officers. If there are more than one Inventor of an Invention, different IP Policies may apply to the Invention, however to each Inventor a single intellectual property policy shall apply as determined under this section 3.1 and the Applicable Party shall be responsible for distribution of Net Revenue to said Inventor in accordance with said intellectual property policy.

3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and the Revenue Share distributable to each Party. This determination shall be made jointly by the Responsible Officers taking into account each Party's support towards the Invention.

### 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 the Applicable Party of at least one Inventor. In these circumstances, the Invention shall be considered jointly owned, and the Parties shall negotiate in good faith an Inter-Institutional

Agreement to cooperate to protect and commercialize the jointly-owned Invention and, unless otherwise agreed by the Parties, the Lead Party shall be the Applicable Party of those Inventor(s) who have made the predominant inventive contribution. The Lead Party shall be responsible for protecting and commercializing such Invention. In the event of an unresolvable disagreement as to which Party shall be the Lead Party, a decision shall be made by the Responsible Officers.

## 5. Proceeds from an Invention

5.1 All Net Revenue from an Invention will be divided between the Parties in proportion to each Party's Revenue Share. Each Party's Revenue Share will be distributed in accordance with the Party's IP Policies.

5.2 If equity in a company is received by the Lead Party in lieu of revenue (such as revenue from assignment or commercialization of or licensing of rights of an Invention), in whole or in part, the Parties shall agree, by way of an Inter-Institutional Agreement, if each Party will share the equity in proportion to each Party's Revenue Share. Otherwise equity, upon liquidation, shall be considered as part of the Net Revenue.

## 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 or in person to the Parties at the following addresses:

University: Vice-President, Research and Innovation, and Strategic Initiatives  
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

THIS AGREEMENT dated the [-] day of [month], [year] (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 these 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 section 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 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 & 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

\_\_\_\_\_  
\_\_\_\_\_  
Secretary of Governing Council

\_\_\_\_\_  
**FOR THE HOSPITAL**

\_\_\_\_\_  
\_\_\_\_\_  
Chair of the Board of [Directors/Trustees]

\_\_\_\_\_  
\_\_\_\_\_  
President and Chief Executive Officer

# SCHEDULES NOTED IN COMMUNITY AFFILIATION AGREEMENT

(Updated ~~August 21, 2017~~ March 1, 2023)

Schedule	Title
1	Policy for Clinical (MD) faculty <a href="https://governingcouncil.utoronto.ca/secretariat/policies/clinical-faculty-policy-december-16-2004">https://governingcouncil.utoronto.ca/secretariat/policies/clinical-faculty-policy-december-16-2004</a> <a href="http://www.governingcouncil.utoronto.ca/policies/clinical.htm">http://www.governingcouncil.utoronto.ca/policies/clinical.htm</a>
2	Procedures Manual for Policy for Clinical (MD) faculty (PDF only) <a href="https://temertymedicine.utoronto.ca/sites/default/files/ProceduresManualClinicalFaculty.pdf">https://temertymedicine.utoronto.ca/sites/default/files/ProceduresManualClinicalFaculty.pdf</a> <a href="http://www.facmed.utoronto.ca/sites/default/files/Procedures%20Manual%20for%20Policy%20for%20Clinical%20Faculty.pdf">http://www.facmed.utoronto.ca/sites/default/files/Procedures%20Manual%20for%20Policy%20for%20Clinical%20Faculty.pdf</a>
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching <a href="http://facmed.utoronto.ca/sites/default/files/Guideline%20for%20Ethics%20in%20Clinical%20Training.pdf">http://facmed.utoronto.ca/sites/default/files/Guideline%20for%20Ethics%20in%20Clinical%20Training.pdf</a>
4	Sexual Harassment Protocol: Sexual <u>Violence and Sexual</u> Harassment Complaints involving Faculty and Students of the University of Toronto arising in <u>Independent Research Institutions, Health Care Institutions and Teaching Agencies</u> <u>University-Affiliated Health Institutions</u> <a href="http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising">http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising</a>
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives <a href="https://governingcouncil.utoronto.ca/secretariat/policies/endowed-and-limited-term-chairs-professorships-distinguished-scholars-and">https://governingcouncil.utoronto.ca/secretariat/policies/endowed-and-limited-term-chairs-professorships-distinguished-scholars-and</a> <a href="http://www.governingcouncil.utoronto.ca/policies/Endowed.htm">http://www.governingcouncil.utoronto.ca/policies/Endowed.htm</a>
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) <a href="http://medicine.utoronto.ca/sites/default/files/SLP%20HSCEP%20Guidelines.pdf">http://medicine.utoronto.ca/sites/default/files/SLP%20HSCEP%20Guidelines.pdf</a>
7	Harmonization of Research Policies <a href="https://temertymedicine.utoronto.ca/sites/default/files/inline-files/Schedule%2007%20-%20Harmonization%20of%20Research%20Policies.pdf">https://temertymedicine.utoronto.ca/sites/default/files/inline-files/Schedule%2007%20-%20Harmonization%20of%20Research%20Policies.pdf</a> 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 Research <a href="http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Research%20.pdf">http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Research%20.pdf</a>
9	Protection for Intellectual Freedom and Publication Rights <a href="http://facmed.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf">http://facmed.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf</a>
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects <a href="https://temertymedicine.utoronto.ca/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human-subjects">https://temertymedicine.utoronto.ca/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human-subjects</a> <a href="http://facmed.utoronto.ca/research/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human">http://facmed.utoronto.ca/research/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human</a>
11	Principles and Responsibilities Regarding Conduct of Research <a href="http://facmed.utoronto.ca/sites/default/files/rp1011.pdf">http://facmed.utoronto.ca/sites/default/files/rp1011.pdf</a>
12	Framework to Address Allegations of Research Misconduct <a href="http://www.research.utoronto.ca/wp-content/uploads/documents/2013/09/Research-Misconduct-Framework-Jan-1-2013.pdf">http://www.research.utoronto.ca/wp-content/uploads/documents/2013/09/Research-Misconduct-Framework-Jan-1-2013.pdf</a> <a href="http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf">http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf</a>
13	Research Misconduct Framework Addendum <a href="http://facmed.utoronto.ca/sites/default/files/Research%20Misconduct%20Framework%20Addendum%20-%20Procedures%20for%20Determining%20Jurisdiction%20in%20Complaints%20Involving%20Certain%20Non-University%20Institutions.pdf">http://facmed.utoronto.ca/sites/default/files/Research%20Misconduct%20Framework%20Addendum%20-%20Procedures%20for%20Determining%20Jurisdiction%20in%20Complaints%20Involving%20Certain%20Non-University%20Institutions.pdf</a>
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments <a href="https://www.aapm.utoronto.ca/academic-administrative-procedures-manual/other-appointments/status-only-adjunct-visiting-professors">https://www.aapm.utoronto.ca/academic-administrative-procedures-manual/other-appointments/status-only-adjunct-visiting-professors</a> <a href="http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors">http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors</a>
15	Policy On Appointment of Academic Administrators <a href="https://governingcouncil.utoronto.ca/secretariat/policies/academic-administrators-policy-appointment-october-30-2003">https://governingcouncil.utoronto.ca/secretariat/policies/academic-administrators-policy-appointment-october-30-2003</a> <a href="http://www.governingcouncil.utoronto.ca/policies/acadadmin.htm">http://www.governingcouncil.utoronto.ca/policies/acadadmin.htm</a>
16	Policy on Conflict of Interest – Academic Staff <a href="http://www.governingcouncil.utoronto.ca/policies/conacad.htm">http://www.governingcouncil.utoronto.ca/policies/conacad.htm</a>

Schedule	Title
17	Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites[GS1] <a href="https://pgme.utoronto.ca/wp-content/uploads/2019/06/Assignment-and-Removal-PGMedicalTrainees-Teaching-Sites.pdf">https://pgme.utoronto.ca/wp-content/uploads/2019/06/Assignment-and-Removal-PGMedicalTrainees-Teaching-Sites.pdf</a> <a href="http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/AssignmentandRemovalPGMedicalTraineesTeachingSitesJan2012.pdf">http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/AssignmentandRemovalPGMedicalTraineesTeachingSitesJan2012.pdf</a>
18	Code of Student Conduct <a href="http://www.governingcouncil.utoronto.ca/policies/studentc.htm">http://www.governingcouncil.utoronto.ca/policies/studentc.htm</a>
19	Code of Behaviour on Academic Matters <a href="http://www.governingcouncil.utoronto.ca/policies/behaveac.htm">http://www.governingcouncil.utoronto.ca/policies/behaveac.htm</a>
20	Policy on Interdisciplinary Education and Research Planning <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf</a>
21	The University of Toronto Guidelines for Extra-Departmental Units (EDUs) <a href="https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2018/11/guidelines-extra-departmental-units.pdf">https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2018/11/guidelines-extra-departmental-units.pdf</a> <a href="http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/edu_guidelines.pdf">http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/edu_guidelines.pdf</a>
22	Policy and Procedures on Academic Appointments <a href="http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm">http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm</a>
23	Policy on Ethical Conduct in Research <a href="https://governingcouncil.utoronto.ca/secretariat/policies/research-policy-ethical-conduct-march-28-1991">https://governingcouncil.utoronto.ca/secretariat/policies/research-policy-ethical-conduct-march-28-1991</a> <a href="http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm">http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm</a>
24	Policy on Research Involving Human Subjects <a href="https://governingcouncil.utoronto.ca/secretariat/policies/human-subjects-policy-research-involving-june-29-2000">https://governingcouncil.utoronto.ca/secretariat/policies/human-subjects-policy-research-involving-june-29-2000</a> <a href="http://www.governingcouncil.utoronto.ca/policies/humanres.htm">http://www.governingcouncil.utoronto.ca/policies/humanres.htm</a>
25	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct Graduate Student Guidelines: Research Involving Human Subjects <a href="https://www.sgs.utoronto.ca/policies-guidelines/research-involving-human-subjects/">https://www.sgs.utoronto.ca/policies-guidelines/research-involving-human-subjects/</a> <a href="http://www.sgs.utoronto.ca/facultyandstaff/Pages/Research-Involving-Human-Subjects.aspx?printfriendly=true">http://www.sgs.utoronto.ca/facultyandstaff/Pages/Research-Involving-Human-Subjects.aspx?printfriendly=true</a>
26	Publication Policy <a href="https://governingcouncil.utoronto.ca/secretariat/policies/publication-policy-may-30-2007">https://governingcouncil.utoronto.ca/secretariat/policies/publication-policy-may-30-2007</a> <a href="http://www.governingcouncil.utoronto.ca/policies/pubs.htm">http://www.governingcouncil.utoronto.ca/policies/pubs.htm</a>
27	Policy on Naming <a href="https://governingcouncil.utoronto.ca/secretariat/policies/naming-policy-october-24-1996">https://governingcouncil.utoronto.ca/secretariat/policies/naming-policy-october-24-1996</a> <a href="http://www.governingcouncil.utoronto.ca/policies/naming.htm">http://www.governingcouncil.utoronto.ca/policies/naming.htm</a>
28	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources <a href="http://facmed.utoronto.ca/sites/default/files/Commercial_Support.pdf">http://facmed.utoronto.ca/sites/default/files/Commercial_Support.pdf</a>
29	Standards of Professional Behaviour for Medical Clinical Faculty <a href="https://temertymedicine.utoronto.ca/sites/default/files/standardsprofessionalbehaviourformedicalclinicalfaculty-05132020.pdf">https://temertymedicine.utoronto.ca/sites/default/files/standardsprofessionalbehaviourformedicalclinicalfaculty-05132020.pdf</a> <a href="http://facmed.utoronto.ca/sites/default/files/standards.pdf">http://facmed.utoronto.ca/sites/default/files/standards.pdf</a>
30	Standards of Professional Practice Behaviour for All Health Professional Students <a href="https://governingcouncil.utoronto.ca/secretariat/policies/professional-practice-behaviour-all-health-professional-students-standards-0">https://governingcouncil.utoronto.ca/secretariat/policies/professional-practice-behaviour-all-health-professional-students-standards-0</a> <a href="http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm">http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm</a>
31	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media <a href="http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf">http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf</a>
32	Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education <a href="http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf">http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf</a>
33	University of Toronto Quality Assurance Process <a href="https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2019/09/utgap-2019.pdf">https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2019/09/utgap-2019.pdf</a> <a href="http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/utgap.pdf">http://vpacademic.utoronto.ca/wp-content/uploads/2015/08/utgap.pdf</a>
34	Policy on Sexual Violence and Sexual Harassment <a href="http://www.governingcouncil.lamp4.utoronto.ca/wp-content/uploads/2016/12/p1215-poshsv-2016-2017pol.pdf">http://www.governingcouncil.lamp4.utoronto.ca/wp-content/uploads/2016/12/p1215-poshsv-2016-2017pol.pdf</a>
35	Policy with Respect to Workplace Harassment <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf</a>

Schedule	Title
36	Policy with Respect to Workplace Violence <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf</a>
37	Academy Membership Framework <a href="http://md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf">http://md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf</a>
38	Graduate Supervision Guidelines for Students, Faculty Members and Administrators <a href="https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-1-introduction/">https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-1-introduction/</a> and <a href="https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-2-supervision-and-mentoring/">https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-2-supervision-and-mentoring/</a> <a href="https://www.sgs.utoronto.ca/Documents/supervision+guidelines.pdf">https://www.sgs.utoronto.ca/Documents/supervision+guidelines.pdf</a>
<u>39</u>	<u>PGME Guideline for Managing Disclosures about Learner Mistreatment</u> <a href="https://pgme.utoronto.ca/wp-content/uploads/2021/02/PGME_MistreatmentGuideline_DRAFT_PGMEAC_Jan2021Send.pdf">https://pgme.utoronto.ca/wp-content/uploads/2021/02/PGME_MistreatmentGuideline_DRAFT_PGMEAC_Jan2021Send.pdf</a>
<u>40</u>	<u>MD Program – Student Mistreatment Protocol</u> <a href="https://md.utoronto.ca/sites/default/files/student_mistreatment_protocol_2020-03-17.pdf">https://md.utoronto.ca/sites/default/files/student_mistreatment_protocol_2020-03-17.pdf</a>
<u>41</u>	<u>Supportive Leaves Policy</u> <a href="https://governingcouncil.utoronto.ca/secretariat/policies/supportive-leaves-policy-march-1-2023">https://governingcouncil.utoronto.ca/secretariat/policies/supportive-leaves-policy-march-1-2023</a>

THIS AGREEMENT made in duplicate  
as of the [-] day of [month], [year]

BETWEEN

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

AND

**ANY COMMUNITY 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 include providing, promoting and advancing 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]**

### 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 Students.

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 shares resources and services strategically with affiliates 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 (as hereinafter defined), 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 remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Both the University and the Hospital acknowledge that the University and each affiliated teaching hospital will enter into its own separate affiliation agreement in the same form as this Agreement.

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 follows:

## **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, the 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 Temerty 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 or clinical 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 (MD) faculty* means 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 (MD) Faculty as Clinical (MD) 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 at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.
- g. *Faculty Members* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in d) and f) to h) below.
- h. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or department at the University. Health Science faculty are not Clinical (MD) 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. *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.
- k. *Teaching Programs* means programs within various University Faculties, departments or units (including, but not limited to: Temerty Faculty of Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, 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, Faculty of Arts and Science) 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.
- 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, as amended from time to time, made under such specific 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. Where this Agreement includes more than one legal entity defined collectively as the "Hospital", any reference in this Agreement to the Hospital's President and Chief Executive Officer will be interpreted to mean the most senior officer of the affiliated institution (if applicable and as set out above) that is most appropriate for the relevant issue.
- j.

#### **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) attached as Schedules to this Agreement, to the extent that such policies, procedures, guidelines and protocols bind or create obligations for the Hospital:
  - Policy for Clinical (MD) Faculty (attached as Schedule 1)
  - Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2)
  - Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3)
  - Sexual Harassment Protocol: Sexual Violence and Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in Independent Research Institutions, Health Care Institutions and Teaching Agencies (attached as Schedule 4),
  - Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5)
  - Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (attached as Schedule 6)

Any proposed changes to the University's Policy for Clinical (MD) 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 (MD) Faculty and Procedures Manual for Policy for Clinical (MD) 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 an ad hoc Joint Committee.

- 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 University research policies listed below in this subsection are binding on Students and Faculty Members but are otherwise not binding on the Hospital, and the University and the Hospital will work towards harmonizing and/or introducing them.

- Harmonization of Research Policies (attached as Schedule 7)
- 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)
- Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11)
- Framework to Address Allegations of Research Misconduct (attached as Schedule 12)
- Research Misconduct Framework Addendum (attached as 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 matter will be referred to the Research Committee of the Toronto Academic Health Science Network. The Hospital will not be obligated to harmonize its policies to any proposed changes unless it agrees to do so.

- iii) With respect to the University policies, procedures, codes and similar documents that are listed below, the parties agree that the Hospital is not bound to these and is not obligated to monitor or enforce them: however Students and University appointees working in the Hospital are bound, and the Hospital recognizes and respects that. The Hospital will endeavour to avoid conflicts between these policies and Hospital policies and procedures and to advise the University of potential conflicts. For the purposes of this subsection, a "conflict" refers to a situation where a Hospital policy has the potential to impede the implementation of a University policy.

- Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14)
- Policy on Appointment of Academic Administrators (attached as Schedule 15)
- Policy on Conflict of Interest – Academic Staff (attached as Schedule 16)
- Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites (attached as Schedule 17)
- Code of Student Conduct (attached as Schedule 18)
- Code of Behaviour on Academic Matters (attached as Schedule 19)
- Policy on Interdisciplinary Education and Research Planning (Schedule 20)
- The University of Toronto Guidelines for Extra-Departmental Units (EDUs) (attached as Schedule 21);
- Policy and Procedures on Academic Appointments (attached as Schedule 22)
- Policy on Ethical Conduct in Research (attached as Schedule 23)
- Policy on Research Involving Human Subjects (attached as Schedule 24)
- Graduate Student Guidelines: Research Involving Human Subjects (attached as Schedule 25)
- Publication Policy (attached as Schedule 26)
- Policy on Naming (attached as Schedule 27)

- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (attached as Schedule 28)
- Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 29)
- Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30)
- Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (attached as Schedule 31)
- Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education (Schedule 32)
- University of Toronto Quality Assurance Process (Schedule 33)
- Policy on Sexual Violence and Sexual Harassment (Schedule 34)
- Policy with Respect to Workplace Harassment (Schedule 35)
- Policy with Respect to Workplace Violence (Schedule 36)
- Academy Membership Framework (Schedule 37)
- Graduate Supervision Guidelines (Schedule 38)
- PGME Guideline for Managing Disclosures About Learner Mistreatment (Schedule 39)
- MD Program Student Mistreatment Protocol (Schedule 40)
- Supportive Leaves Policy (Schedule 41)

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 policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XIII 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 or make any material change to the foregoing which could have an impact on the parties' obligations under the Agreement, the University will advise the Hospital. If a proposed new or changed University policy, procedure or guideline includes Hospital obligations, rights or roles, 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 guidelines and of the importance of adhering to them.

## **II APPOINTMENT OF FACULTY 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 acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other's policies and processes. 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.

Not all Hospital health professionals will have University appointments. Only those who are in clinical and other relevant departments and programs that are listed on 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 applicable 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 a Faculty Member 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 Hospital acknowledges that the University will appoint Clinical (MD) faculty in accordance with the Policy for Clinical (MD) Faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2). For those Faculty Members to whom the Policy for Clinical (MD) 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).

Staff of the Hospital who hold status-only appointments at the University make significant contributions to the educational and research mission of the University including graduate supervision. It is for this reason that the University confers professorial rank, and membership within the School of Graduate Studies as appropriate, on these leaders within their fields.

## **II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF**

### **II.3.1 Staff Complement**

The medical-dental teaching staff 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 between the Hospital and the University as are necessary to render exemplary teaching and research.

### **II.3.2 University Appointment and Promotions**

Those members of the 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 appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

The University will use its best efforts to apply its policies and guidelines respecting appointments and promotions consistently and equitably in all University Faculties and Departments for all affiliated hospitals and teaching sites.

If any such dentist or physician ceases to hold either a Hospital or University appointment, the party where this occurs shall promptly inform the other (generally within 30 days). 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 to the medical/dental staff of clinical departments and programs, now or hereafter established, of physicians or dentists who either will not hold University appointments or may also hold part-time or adjunct University appointments will be made in accordance with the Hospital's by-laws, policies and/or procedures. The Chief of the Hospital Department may consult the Chair of the corresponding University department regarding the appointment. For greater certainty, the parties agree that the Hospital does not require the University's approval with respect to such Hospital appointments.

Hospital appointments of staff who will hold full-time University appointments may be made only upon the recommendation of both the Chief of the Hospital Department and the Chair of the University of Toronto Clinical Department, hereinafter referred to as "Chair", or the Dean of a Health Faculty.

Nothing in this Agreement shall be interpreted to limit the Hospital's right to unilaterally alter, suspend or terminate the privileges of its medical-dental staff in accordance with its by-laws and the *Public Hospitals Act* as amended from time to time or to require approval of the University in such circumstances.

### **II.3.4 Terms and Conditions of Appointments**

The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. Any financial support from the University for academic activities in the Hospital will be dealt with by separate agreement, as necessary.

### **II.3.5 Clinical (MD) Faculty in the Temerty Faculty of Medicine**

- i) Policy for Clinical (MD) Faculty and Procedures Manual for Policy for Clinical (MD) Faculty

The parties recognize that Clinical (MD) faculty are essential to the University's academic mission. They also recognize that the situation of Clinical (MD) faculty is very different from

that of University-salaried tenured faculty. Appointments of Clinical (MD) faculty are governed by the University's Policy for Clinical (MD) faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical (MD) faculty (attached as Schedule 2).

ii) Appointment of Clinical (MD) faculty

The Faculty of Medicine will appoint Clinical (MD) faculty in accordance with the Procedures Manual for Policy for Clinical (MD) Faculty (attached as Schedule 2). Clinical (MD) faculty members may be appointed as part-time or adjunct Clinical (MD) faculty members, and in some instances as full-time. The criteria for each type of appointment are set out in Procedure 2.0, section VI in Schedule 2 attached.

iii) Academic Group Practices

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 (attached as Schedule 2)) 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).

It is recognized that adjunct and part-time Clinical (MD) faculty may also participate in practice plans. The arrangements under which any such group practices function should be consonant with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

iv) Dispute Resolution for Academic Disputes

Academic disputes involving Clinical (MD) faculty members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 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 for eligible Clinical (MD) faculty. The Tribunal's decision 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 decision shall be final and binding on the complainant and the Hospital and the University. 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.

## **II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY**

- i) Health Science faculty of the University includes Hospital staff and employees appointed to one or more University Faculties and Departments other than Clinical Departments in Medicine and Dentistry. These include, but are not limited to: the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the 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 and Faculty of Arts and Sciences.

- ii) The University will use reasonable efforts to promote the appointment of Health Science Hospital staff (i.e., non-physicians or non-dentists) as Health Science faculty and will work with the Hospital to clearly communicate the criteria for such appointments.

Individuals eligible for Health Science faculty appointments may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty without first obtaining the consent of the Hospital's President and Chief Executive Officer or their delegate. The Hospital will make efforts to co-ordinate with the University prior to recruiting individuals that the Hospital anticipates would hold an academic appointment with a Health Science faculty. 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 be employed (or otherwise appointed) at the Hospital, the Hospital will inform the University of this change. Such communication will occur either (i) at around the time of the change where reasonably possible, in particular if a party has identified to the other that the impact of the change may be important (e.g. research grant eligibility), or (ii) at a minimum, annually.

- iii) 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.

## **II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL CHIEFS OR HEADS**

The Hospital will consult with the University department Chair (or, in the case of Dentistry, the Dean) or their delegate before appointing or reappointing a Chief of a Medical or Dental Department in which significant teaching takes place. The parties acknowledge that it will be expected (although not mandatory) for the Chief of a medical or dental department in which significant teaching takes place to hold a University appointment. The Hospital does not require the University's approval to appoint a particular individual as Chief of a medical or dental department. For greater certainty, except as set out above, the Hospital has no obligation to consult with the University with respect to leadership positions.

Any reference to a "Chief" is also to be interpreted to be to the "Head" of a department and any such appointment should reflect the terminology used by the University or Hospital.

The parties recognize that departments of the Hospital may not be parallel to the departments of the University, and they will each make reasonable adjustments herein including with their communications.

## **II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS**

Collectively the community hospitals will have representation as appropriate in searches for clinical department Chairs, where there is teaching in the cognate community hospitals' Departments or programs.

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 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 32). In addition, the Hospital expects Faculty Members to perform their Hospital staff duties in accordance with the relevant Hospital policies.

## **II.8 REVIEW OF ACADEMIC APPOINTEES**

Upon request by the Vice-Provost, Relations with Health Care Institutions of the University, the Hospital will provide to the University for information, as soon as reasonably possible, a listing of All Health Professional faculty at the Hospital.

# **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 the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

The 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 and student evaluations.

The University and the Hospital agree to follow, as appropriate, the Temerty 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 and Faculty. The learning environment includes formal learning activities as well as attitudes, values, and informal "lessons" conveyed by individuals with whom the Student comes in contact. The University may, where reasonably possible, and at its sole discretion, make available training and education on such matters to post-doctoral students that are solely involved in research at the Hospital and where the foregoing is significantly more efficient than to require a separate Hospital program.

### **III.2 HOSPITAL STUDENT PLACEMENT COMMITMENT**

The University and Hospital agree that, subject to the mutual agreement of the parties on annual teaching placements, certain Hospital Departments and programs will engage in core teaching with evaluation, and that some or all of the Hospital staff or health professionals in those Departments and programs will have University appointments and will teach Students.

The University and the Hospital agree to work together in an annual collaborative planning process to determine the appropriate number of Student 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 a curriculum outline and the proposed list of Student placements at the Hospital.

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 the proposed Student placements, 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 the list of Student placements will be agreed upon by 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; the parties acknowledge that changes to the foregoing or less notice may be required in certain circumstances (e.g. pandemic or other force majeure). 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 endeavour 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 parties will cooperate to implement 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 teaching sites (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital.

The parties recognize that information about Temerty Faculty of Medicine residents and fellows registration is documented through an electronic system at the University, which captures the majority of onboarding requirements associated with placements at the Hospital and other affiliated hospitals. The foregoing process is captured and confirmed on an annual basis. The Hospital agrees to harmonize to the extent reasonably possible the onboarding of such residents and fellows with other affiliated hospitals, to ensure efficient, effective and safe preparation to work in the clinical environment.

### **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 hospitals.

The Hospital acknowledges the importance of Academies and the Hospital and University will determine together whether the Hospital will be involved in Academy teaching. The terms of any such involvement will be set out in a separate agreement between the Hospital and the University. Any such agreement will 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 parties may establish a formal funding schedule for this, including support for the Academy Director role, which schedule will anticipate year over year changes.

### **III.4 STUDENTS**

#### **III.4.1 Placement of Students**

For periods of time agreed to by the University and Hospital, Students will 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 and the Hospital's teaching commitment to the University. 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 Temerty Faculty of Medicine will assign postgraduate medical residents to teaching hospitals and sites 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 the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

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 38).

#### **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's administrative procedures to enable such placements.

#### **III.4.3 Transfer of Students**

The Hospital will transfer Students of the University assigned to it for training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the appropriate department Chair and Dean or their delegates. However, provided it 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 Medical 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 is 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 18) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30) and by the Hospital in accordance with any applicable Hospital policies.

Notwithstanding the above, if in its sole discretion the Hospital determines that a Student's behaviour or activities is placing 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 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, 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 19) will apply to its Faculty Members and Students in the Hospital.

The Temerty Faculty of Medicine's Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 29) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30) will apply to Faculty Members and Students in the Hospital as applicable.

#### **III.4.6 Specification of the Responsibility for Safety Instruction and Follow-Up in the Event of Student Injury or Exposure to an Infectious or Environmental Hazard (and related prevention)**

- a) The University and the Hospital are committed to protecting the health and safety of Students gaining clinical and/or practice 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. in the same manner as other employees of the Hospital (with any appropriate and applicable adjustments).
- b)
- c) The University undertakes to ensure that Students are educated about exposure, injury, treatment and follow-up, including their professional responsibility for self-care (as appropriate) before they are placed in the Hospital. Furthermore, the University undertakes to include education of Students about the effects of infectious and environmental disease or disability on Student learning activities.
- d) 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.

e) 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.

f) Follow-up

- i) Follow-up care may include but is not limited to counselling and medical treatment.
- ii) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
- iii) 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.
- iv) 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. their family doctor)
  - At their Academy base site (for undergraduate medical Students)
  - Through another care provider arranged by the University

g) Immunization and Mask Fit Requirements

Subject to the exceptions set out herein, the University will ensure that all Students to be placed at the Hospital have completed the immunization and mask fit requirements prior to commencing placements (proof available upon request) as required by the Hospital and as communicated with reasonable advance notice to the University. Notwithstanding the foregoing, the Hospital will be responsible for the following: (i) ensuring completion of immunization and mask fit requirements by undergraduate, Masters and PhD Students that are registered with the University, if they are engaged solely in research work at the Hospital and (ii) ensuring completion of mask fit requirements for medical students, medical residents, clinical fellows, and those research fellows registered with the University's Postgraduate Medical Education Program.

### **III.4.7 Collection, Sharing and Related Consent of Additional Information**

The University will collect from Students their immunization status and will provide the Hospital upon reasonable request with such immunization status or exemption information that the University has obtained from the Students. It is recognized that the Hospital retains the discretion to decide whether a Student participates in a placement at the Hospital based on their compliance with Hospital immunization requirements.

The following processes relate to criminal and/or vulnerable sector background checks:

a) Where required for a University program (i.e. at the Effective Date, for nursing and medical programs) the University will collect and review the following from Students: 1) criminal and/or vulnerable sector background checks; and 2) information or restrictions noted by the College of Physicians and Surgeons of Ontario in an educational license, and will screen Students in accordance with applicable professional standards and the University's established practices, prior to a clinical placement. These practices include providing information or restrictions noted by the College of Physicians and Surgeons of Ontario to the Hospital that could be relevant to a clinical placement.

b) In rare instances where the University receives a positive criminal and/or vulnerable sector background check regarding a Student, the Vice-President Education or delegate from each hospital and the University will promptly convene as an expert panel and on a case-by-case basis, to assess whether the Student's participation in a clinical placement poses a safety risk or other risk related to professional conduct. The Parties will make this assessment applying an equity, diversity and inclusion lens and by taking into account the Student's lived experiences. However, the Hospital retains the discretion to decide whether a Student participates in a placement at the Hospital based on the positive criminal and/or vulnerable sector background check and will promptly advise the University of its decision.

c) All Student information disclosed by the University to the expert panel shall be:

i) anonymous,

ii) treated as highly confidential,

iii) not be used for any other purposes other than to complete the assessment, and

iv) destroyed at the completion of the assessment, though a confidential summary may be maintained by each Party to evidence that an assessment occurred.

d) As is the current practice, where University programs do not require criminal and/or vulnerable sector background checks as an enrollment condition but the Hospital requires such background checks in order for a Student to participate in a placement, the Hospital will request the criminal and/or vulnerable sector background checks directly from such Student and will screen in accordance with its own established practices. The Hospital will notify the University of such requirement as soon as practicable.

## **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 University will assist the Hospital as required in setting up Teaching Programs.

The Hospital will notify the appropriate Dean or their delegate(s) of any proposed change in Hospital strategic plans and Ministry of Health, Ministry of Long-Term Care, or Local Health Integration Network accountability agreements that would materially affect the teaching obligations of the Hospital as set out in this Agreement and, where feasible, will 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 33) are mandated by external organizations such as 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, subject to available resources, 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 out-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, subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, 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 Students placed in the Hospital. 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 finding alternate arrangements 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.

### **III.5.5 Facilities**

The Hospital will provide in the Hospital such facilities for Students and clinical teachers as are agreed to by the Hospital's Vice-President Education (or equivalent) and the relevant Faculty Dean(s).

The Hospital agrees to recognize the accreditation standard requirements for the undergraduate medical Student program with respect to space and facilities as detailed on the CACMS website <https://cacms-cafmc.ca/>, with similar space and facilities (with appropriate adjustments) to be made available for other Students engaged at the Hospital.

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 opportunities for Faculty Members to enhance their education skills through faculty 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 COMMITMENT TO HUMAN RIGHTS AND SAFE WORKPLACES**

The University and the Hospital are committed to human rights, safe workplaces, and having an environment free of prohibited discrimination, harassment, workplace violence and sexual violence. The parties shall comply with the Occupational Health and Safety Act and the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

Principles for coordinating the investigation process and timely mutual notification of incidents or complaints related to any of the foregoing matters that are not otherwise addressed by this Part IV will be set out in a separate guidance document developed and agreed upon by the Parties working through TAHSN-L.

Each party will adopt and/or comply with their own appropriate policies, procedures and obligations with respect to discrimination, harassment, workplace violence and sexual violence as applicable in the view of that party, subject to the following procedures:

When the Hospital becomes aware of an incident or complaint of workplace violence (which includes an attempt or threat) and/or workplace harassment, subject to the paragraph below regarding sexual violence, including sexual harassment, as defined in the Occupational Health and Safety Act, by or against a Student or Faculty Member who is working or studying in the Hospital, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions and the University's Director, Sexual Violence Prevention and Support Centre, 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, subject to the paragraph below regarding sexual violence, including sexual harassment, as defined in the Occupational Health and Safety Act by or against a Student or Faculty Member who is working or studying in the Hospital, the University will, if in its view it is appropriate to do so, inform a suitable Hospital representative as soon as reasonably practicable.

In the event of allegations of sexual violence, including sexual harassment, by or against a Student or Faculty Member who is working or studying in the Hospital, the parties agree to follow the University's Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which policy applies and whether the University or the Site is responsible for dealing with a complaint.

## **V. PRIVACY AND INFORMATION SECURITY**

### **V.1 INTRODUCTION**

The University and the Hospital acknowledge and agree that they are each subject to privacy legislation and policies, including, but not limited to the *Freedom of Information and Protection of Privacy Act* (FIPPA) and the *Personal Health Information Protection Act* (PHIPA).

Both the University and the Hospital will each receive personal information about/of Students from Students and from each other as necessary for the purposes of this Agreement; to confirm, in this Agreement reference to personal information includes personal health information.

### **V.2 PROTECTING PERSONAL INFORMATION**

The University and the Hospital shall protect all personal information relating to Students and/or patients of the Hospital in a manner consistent with legal and policy requirements, including those that relate to privacy, and to treat it as confidential and to ensure that it is collected, used, destroyed, and retained only as necessary for, and consistent with this Agreement. Each of the University and the Hospital shall employ personal information only for purposes of this Agreement and shall destroy or return it at the end of the Agreement term, except as required by law or policy.

### **V.3 SHARING OF PERSONAL INFORMATION CONSISTENT WITH THE PURPOSES OF THIS AGREEMENT**

To the extent permitted by law, the University and the Hospital may share with the other any and all personal information of Students necessary for the purposes of this Agreement. The University will notify and inform the Student regarding the use of personal information for such purpose, including relevant background from the Hospital on the purpose for such collection and use (e.g. those matters listed in the paragraph below) and impact if consent is not provided.

The University and the Hospital agree that the purposes of this Agreement shall include supervision, safety, course and academic purposes, including academic integrity, ethical and professional standards, and other standards and requirements that may relate to the course or work of Students and others. The University and the Hospital may share such information only to the extent necessary for these purposes under this Agreement.

### **V.4 REPORTING PRIVACY INCIDENTS**

Each of the University and the Hospital shall notify the other as soon as practicable, but no more than the five (5) days, in the event of a privacy or security issue relating to a Student and respecting personal

information, or of a loss, disclosure, or sharing of personal information, whether required by law, accidental, unauthorized or otherwise.

## **V.5 SAFEGUARDING INFORMATION**

The University and the Hospital shall each employ effective, up-to-date administrative, technical and physical safeguards consistent with accepted information technology security standards and practices, including properly implemented encryption, virus, malware, and firewalls, and other appropriate strong security protections against unlawful, unauthorized, or accidental access, loss, destruction or damage of personal information.

## **V.6 PRIVACY TRAINING**

The University and the Hospital shall provide training to its employees about how to safeguard personal information in all forms, including paper, electronic, and in oral communications.

The University shall provide Privacy training to clinical Students on an annual basis, except that the Hospital has the primary responsibility for the Privacy training of undergraduate, Masters and PhD Students that are registered with the University, if they are engaged solely in research activities at the Hospital. The University and the Hospital will cooperate to confirm compliance with the foregoing and to reduce the potential for duplicative training requirements for Students that may qualify as Hospital research only Students. The Hospital shall have the right to review the training on request.

## **V.7 CONTACT PERSONS**

Each of the University and the Hospital shall designate a contact person for privacy and data security matters relating to this Agreement.

# **VI RESEARCH**

## **VI.1 INTRODUCTION**

In achieving their common goals in research, the parties will consult each other in their research strategic planning processes.

The Hospital and the University each agree to supporting the full costs of research through consistent approaches on the inclusion of organizational (indirect) costs into budgets for expendable research gifts and grants, whether industry sponsored, government, philanthropic, or charity-based, in alignment with sponsor allowable indirect cost rates for established funding programs. Implementation of the full cost model at each of the Hospital and the University will be in alignment with TAHSN agreed upon principles as such may be amended from time to time.

The manner in which graduate Students are supervised, including those engaged in research activities at the Hospital, is governed by the applicable University policies set out in Schedule 18, including the Graduate Student Guidelines. If either the Hospital or the University becomes aware of any serious concerns related to graduate student supervision, they will endeavour to inform and engage the other Party as early as possible.

## **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 21). 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 21 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 22) or the Policy for Clinical (MD) faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

### **VI.4 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. Temerty 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.5 THE CONDUCT OF RESEARCH**

#### **VI.5.1 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 23) 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 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 Temerty 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 allegations.

#### **VI.5.2 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 in 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) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

### **VI.5.3 Relationship Attestation and Disclosure**

Faculty Members conducting research and teaching at the Hospital will be governed by the Relationship Attestation and Disclosure policy (or equivalent) 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 University will support the Hospital in its efforts and requirements to maintain excellence in its standards of patient care and healthcare 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, subject to the limits of their financial resources.

The University will work with the Hospital to facilitate remote access by the Hospital to the University's library and information services.

## **IX FUNDRAISING**

### **IX.1 Joint Fundraising**

The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for 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.

## **IX.2 Named Chairs and Professorships**

For all hospital-university chairs, 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 position is consistent with approved academic plans, objectives and mission. The Hospital's naming policy and the University's Policy on Naming (attached as Schedule 27) as well as the most current naming valuation guidelines will both be applied in the naming of the benefaction.

## **X USE OF NAMES AND INSIGNIAS AND ACKNOWLEDGMENT OF INSTITUTIONAL AFFILIATION**

The University and the 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 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, subject to the foregoing. 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 **[TO BE ADDED BY THE HOSPITAL]** will meet that requirement.

With respect to obligations of officials identified in this Agreement, if the Hospital or the University reassigns or reorganizes responsibilities within the institution such that the identified official is no longer

appropriate to carry out the obligations assigned in this Agreement, the Hospital or the University will notify the other party of the change to the official carrying out the obligation under the Agreement.

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

If to University of Toronto:

Vice-Provost,  
Relations with Health Care Institutions  
University of Toronto  
Toronto, Ontario  
FAX # 416-X-X

If to Hospital:

President and CEO  
X Hospital  
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 Hospital will have representation on the Hospital University Education Committee and any committee dealing with integrated and community education issues that is established in the future.

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 community hospitals.

The Hospital and the University will liaise as appropriate on all task forces, committees and meetings as may be struck from time to time.

### **XII.2 LIAISON**

#### **XII.2.1 Hospital**

Clinical (MD) 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 placement and evaluation are the responsibility of the assigned leader.

All health professional teaching will be overseen by a senior executive of the Hospital who reports to the Hospital's President and Chief Executive Officer or his/her delegate.

The Hospital will name an individual(s) who will act as a liaison with the University for all University academic programs.

#### **XII.2.2 University**

The University will ensure that the Vice-Provost, Relations with Health Care Institutions, designates a University liaison, to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

### **XIII CONFORMITY WITH OTHER COMMUNITY HOSPITAL AGREEMENTS**

The University will use its best efforts to ensure that its agreements with other community hospitals contain substantially the same provisions as are contained in this Agreement.

### **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 delegate) and the President and Chief Executive Officer of the Hospital (or delegate).

As needed, issues arising from this Agreement may be referred to an ad hoc Joint Committee. A Joint Committee 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, and will be comprised of equal numbers of representatives from the University and Hospital. The Committee will be co-chaired by the Vice-Provost, Relations with Health Care Institutions and the Hospital President and CEO (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. A Joint Committee will meet on an as needed ad hoc basis, at times and locations to be mutually agreed to by the parties. Either party may call a meeting of a Joint Committee. The Committee shall consider and make recommendations to the University and to the Hospital with respect to matters referred to it and, in addition, the Committee shall perform any duties assigned to it by the terms of this Agreement. 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 XIV.1 above, 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 XIV.1 above, 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 XIV.1 above, each party shall be responsible for all losses made or brought, prosecuted or threatened to be prosecuted by whomsoever arising out of:

- i) the use by that party of any result of any research as contemplated by this Agreement, or
- ii) 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, or equivalent self-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 \$10 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 other and/or its insurer(s) in any investigation or defense of a claim against or involving a Student.

The Hospital and the 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 Colleges and Universities (MCU) 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 MCU workplace insurance coverage or the

University's private insurance coverage, then the University will make such request to the Hospital will determine whether or not it can accept the Student.

To ensure compliance with the Workplace Safety and Insurance Act, 1997, WSIB policy and the University's private insurance coverage, the University and the Hospital share responsibility 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 incidents eligible for 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 [month, day, year] to [month, day, year].

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 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 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 XVI.4 below) continues for a period of 60 days or more.

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties 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 (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

## **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.

## **XVI.3 GOVERNING LAW**

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

## **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 pursuant to obligations 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 it is able to resume performance of its obligations herein.

## **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 [\_\_\_\_], as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XVI of this document, and the attached and referenced Appendix and 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**

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Chair of the Board of [Directors/Trustees]

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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 [and if applicable its affiliated institutions]

([collectively] the "Hospital")

and

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

(the "University")

WHEREAS the Hospital and the University (individually a "Party" and collectively the "Parties") have an affiliation agreement and many Hospital staff ("Staff") and University faculty members ("Faculty") are concurrently appointed;

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

AND WHEREAS it is in the interest of the Parties to foster an environment of healthy cooperation and collaboration while acknowledging the procedural and policy differences between the University and the Hospital;

AND WHEREAS each Party has its own separate and distinct policies and procedures regarding the ownership and treatment of inventions and other intellectual property, including how the Party distributes its Revenue Share internally ("IP Policies");

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. More particularly, in the absence of other agreement(s) between the Parties, this IP Agreement addresses (a) joint ownership of an Invention between the Parties, (b) which IP Policies apply to each Inventor of an Invention and (c) revenue sharing and commercialization obligations as between the Parties;

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

#### 1. Definitions

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

(a) “Applicable Party” means the Party whose IP Policies are determined to apply to an Inventor using the criteria as set out in section 3.1.

(b) “Inter-Institutional Agreement” means an agreement between the Parties to address, in more detail, one or more of commercialization activities, patent prosecution activities, appropriate Revenue Share arrangement, sharing of expenses, and/or other applicable matters as it relates to an Invention.

(c) “Invention” means 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.

(d) “Inventor” means the Staff or Faculty (and other persons as identified under section 2.3) that would be considered an inventor (or creator as the case may be) as defined by the IP Policies of either the Hospital or University.

(e) “Lead Party” means the Applicable Party if there is only one Applicable Party for all Inventors, or as otherwise determined under section 4.2.

(f) “Net Revenue” means 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 those legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights or as otherwise permitted pursuant to the applicable IP Policies, or as otherwise agreed by the Parties in an Inter-Institutional Agreement.

(g) “Responsible Officer” means a Party’s Vice-President, Research/Chief of Research/Innovation, as the case may be, or delegate thereof.

(h) “Revenue Share” means the proportionate share of Net Revenue applicable to a Party as determined under section 3.2.

## 2. Mutual Disclosure

2.1 When Staff or Faculty holding appointments in both the University and the Hospital makes or creates an Invention, they shall disclose it to one of the Parties, in accordance with the IP Policies of that Party. If the disclosure indicates that, or if it is otherwise determined by a Party that, in the process of creating the Invention, the individual used, in any way, facilities, resources and materials 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 an Invention 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 Invention or any 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. The Parties may address or alter these obligations through an Inter-Institutional Agreement.

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 or Faculty 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's commercialization office or equivalent responsible office indicates in writing that it is non-confidential.

### 3. Application of Policies

3.1 Unless otherwise agreed, the IP Policies of the Party on whose premises the Invention was made by an Inventor shall apply to that Inventor. If the Invention was made by an Inventor on the premises of both Parties, the premises of neither Party, or the Parties cannot agree on where the Invention was made, the IP Policies of the Party that has provided the greater proportionate share of the salary of the academic staff member named as Inventor for the Invention at the time when the Invention was disclosed shall apply to the Invention. Where the Parties have shared premises, they will have an agreement to address ownership of Inventions using such shared premises. In the event of an unresolvable disagreement as to whose IP Policies apply to a given Inventor, a decision shall be made by the Responsible Officers. If there are more than one Inventor of an Invention, different IP Policies may apply to the Invention, however to each Inventor a single intellectual property policy shall apply as determined under this section 3.1 and the Applicable Party shall be responsible for distribution of Net Revenue to said Inventor in accordance with said intellectual property policy.

3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and the Revenue Share distributable to each Party. This determination shall be made jointly by the Responsible Officers taking into account each Party's support towards the Invention.

### 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 the Applicable Party of at least one Inventor. In these circumstances, the Invention shall be considered jointly owned, and the Parties shall negotiate in good faith an Inter-Institutional

Agreement to cooperate to protect and commercialize the jointly-owned Invention and, unless otherwise agreed by the Parties, the Lead Party shall be the Applicable Party of those Inventor(s) who have made the predominant inventive contribution. The Lead Party shall be responsible for protecting and commercializing such Invention. In the event of an unresolvable disagreement as to which Party shall be the Lead Party, a decision shall be made by the Responsible Officers.

## 5. Proceeds from an Invention

5.1 All Net Revenue from an Invention will be divided between the Parties in proportion to each Party's Revenue Share. Each Party's Revenue Share will be distributed in accordance with the Party's IP Policies.

5.2 If equity in a company is received by the Lead Party in lieu of revenue (such as revenue from assignment or commercialization of or licensing of rights of an Invention), in whole or in part, the Parties shall agree, by way of an Inter-Institutional Agreement, if each Party will share the equity in proportion to each Party's Revenue Share. Otherwise equity, upon liquidation, shall be considered as part of the Net Revenue.

## 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 or in person to the Parties at the following addresses:

University: Vice-President, Research and Innovation, and Strategic Initiatives  
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 COMMUNITY AFFILIATION AGREEMENT (Updated March 1, 2023)

Schedule	Title
1	Policy for Clinical (MD) faculty <a href="https://governingcouncil.utoronto.ca/secretariat/policies/clinical-faculty-policy-december-16-2004">https://governingcouncil.utoronto.ca/secretariat/policies/clinical-faculty-policy-december-16-2004</a>
2	Procedures Manual for Policy for Clinical (MD) faculty (PDF only) <a href="https://temertymedicine.utoronto.ca/sites/default/files/ProceduresManualClinicalFaculty.pdf">https://temertymedicine.utoronto.ca/sites/default/files/ProceduresManualClinicalFaculty.pdf</a>
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching <a href="http://facmed.utoronto.ca/sites/default/files/Guideline%20for%20Ethics%20in%20Clinical%20Training.pdf">http://facmed.utoronto.ca/sites/default/files/Guideline%20for%20Ethics%20in%20Clinical%20Training.pdf</a>
4	Sexual Harassment Protocol: Sexual Violence and Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in Independent Research Institutions, Health Care Institutions and Teaching Agencies <a href="http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising">http://medicine.utoronto.ca/research/sexual-harassment-complaints-involving-faculty-and-students-university-toronto-arising</a>
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives <a href="https://governingcouncil.utoronto.ca/secretariat/policies/endowed-and-limited-term-chairs-professorships-distinguished-scholars-and">https://governingcouncil.utoronto.ca/secretariat/policies/endowed-and-limited-term-chairs-professorships-distinguished-scholars-and</a>
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) <a href="http://medicine.utoronto.ca/sites/default/files/SLP%20HSCEP%20Guidelines.pdf">http://medicine.utoronto.ca/sites/default/files/SLP%20HSCEP%20Guidelines.pdf</a>
7	Harmonization of Research Policies <a href="https://temertymedicine.utoronto.ca/sites/default/files/inline-files/Schedule%2007%20-%20Harmonization%20of%20Research%20Policies.pdf">https://temertymedicine.utoronto.ca/sites/default/files/inline-files/Schedule%2007%20-%20Harmonization%20of%20Research%20Policies.pdf</a>
8	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research <a href="http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Research%20.pdf">http://www.glse.utoronto.ca/sites/default/files/Context%20of%20Commercialization%20of%20Inventions%20Based%20on%20Thesis-Related%20Research%20.pdf</a>
9	Protection for Intellectual Freedom and Publication Rights <a href="http://facmed.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf">http://facmed.utoronto.ca/sites/default/files/Protection%20of%20Intellectual%20Freedom%20and%20Publication%20Rights.pdf</a>
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects <a href="https://temertymedicine.utoronto.ca/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human-subjects">https://temertymedicine.utoronto.ca/policy-offer-and-acceptance-finders-fees-or-completion-fees-research-involving-human-subjects</a>
11	Principles and Responsibilities Regarding Conduct of Research <a href="http://facmed.utoronto.ca/sites/default/files/rp1011.pdf">http://facmed.utoronto.ca/sites/default/files/rp1011.pdf</a>
12	Framework to Address Allegations of Research Misconduct <a href="http://www.research.utoronto.ca/wp-content/uploads/documents/2013/09/Research-Misconduct-Framework-Jan-1-2013.pdf">http://www.research.utoronto.ca/wp-content/uploads/documents/2013/09/Research-Misconduct-Framework-Jan-1-2013.pdf</a>
13	Research Misconduct Framework Addendum <a href="http://facmed.utoronto.ca/sites/default/files/Research%20Misconduct%20Framework%20Addendum%20-%20Procedures%20for%20Determining%20Jurisdiction%20in%20Complaints%20Involving%20Certain%20Non-University%20Institutions.pdf">http://facmed.utoronto.ca/sites/default/files/Research%20Misconduct%20Framework%20Addendum%20-%20Procedures%20for%20Determining%20Jurisdiction%20in%20Complaints%20Involving%20Certain%20Non-University%20Institutions.pdf</a>
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments <a href="https://www.aapm.utoronto.ca/academic-administrative-procedures-manual/other-appointments/status-only-adjunct-visiting-professors/">https://www.aapm.utoronto.ca/academic-administrative-procedures-manual/other-appointments/status-only-adjunct-visiting-professors/</a>
15	Policy On Appointment of Academic Administrators <a href="https://governingcouncil.utoronto.ca/secretariat/policies/academic-administrators-policy-appointment-october-30-2003">https://governingcouncil.utoronto.ca/secretariat/policies/academic-administrators-policy-appointment-october-30-2003</a>
16	Policy on Conflict of Interest – Academic Staff <a href="http://www.governingcouncil.utoronto.ca/policies/conacad.htm">http://www.governingcouncil.utoronto.ca/policies/conacad.htm</a>
17	Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites  <a href="https://pgme.utoronto.ca/wp-content/uploads/2019/06/Assignment-and-Removal-PGMedicalTrainees-Teaching-Sites.pdf">https://pgme.utoronto.ca/wp-content/uploads/2019/06/Assignment-and-Removal-PGMedicalTrainees-Teaching-Sites.pdf</a>
18	Code of Student Conduct <a href="http://www.governingcouncil.utoronto.ca/policies/studentc.htm">http://www.governingcouncil.utoronto.ca/policies/studentc.htm</a>
19	Code of Behaviour on Academic Matters <a href="http://www.governingcouncil.utoronto.ca/policies/behaveac.htm">http://www.governingcouncil.utoronto.ca/policies/behaveac.htm</a>
20	Policy on Interdisciplinary Education and Research Planning <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppfeb012007i.pdf</a>

Schedule	Title
21	The University of Toronto Guidelines for Extra-Departmental Units (EDUs) <a href="https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2018/11/guidelines-extra-departmental-units.pdf">https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2018/11/guidelines-extra-departmental-units.pdf</a>
22	Policy and Procedures on Academic Appointments <a href="http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm">http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm</a>
23	Policy on Ethical Conduct in Research <a href="https://governingcouncil.utoronto.ca/secretariat/policies/research-policy-ethical-conduct-march-28-1991">https://governingcouncil.utoronto.ca/secretariat/policies/research-policy-ethical-conduct-march-28-1991</a>
24	Policy on Research Involving Human Subjects <a href="https://governingcouncil.utoronto.ca/secretariat/policies/human-subjects-policy-research-involving-june-29-2000">https://governingcouncil.utoronto.ca/secretariat/policies/human-subjects-policy-research-involving-june-29-2000</a>
25	Graduate Student Guidelines: Research Involving Human Subjects <a href="https://www.sgs.utoronto.ca/policies-guidelines/research-involving-human-subjects/">https://www.sgs.utoronto.ca/policies-guidelines/research-involving-human-subjects/</a>
26	Publication Policy <a href="https://governingcouncil.utoronto.ca/secretariat/policies/publication-policy-may-30-2007">https://governingcouncil.utoronto.ca/secretariat/policies/publication-policy-may-30-2007</a>
27	Policy on Naming <a href="https://governingcouncil.utoronto.ca/secretariat/policies/naming-policy-october-24-1996">https://governingcouncil.utoronto.ca/secretariat/policies/naming-policy-october-24-1996</a>
28	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources <a href="http://facmed.utoronto.ca/sites/default/files/Commercial_Support.pdf">http://facmed.utoronto.ca/sites/default/files/Commercial_Support.pdf</a>
29	Standards of Professional Behaviour for Medical Clinical Faculty <a href="https://temertymedicine.utoronto.ca/sites/default/files/standardsprofessionalbehaviourformedicalclinicalfaculty-05132020.pdf">https://temertymedicine.utoronto.ca/sites/default/files/standardsprofessionalbehaviourformedicalclinicalfaculty-05132020.pdf</a>
30	Standards of Professional Practice Behaviour for All Health Professional Students <a href="https://governingcouncil.utoronto.ca/secretariat/policies/professional-practice-behaviour-all-health-professional-students-standards-0">https://governingcouncil.utoronto.ca/secretariat/policies/professional-practice-behaviour-all-health-professional-students-standards-0</a>
31	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media <a href="http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf">http://medicine.utoronto.ca/sites/default/files/Appropriate%20Use%20of%20The%20Internet.pdf</a>
32	Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education <a href="http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf">http://www.cpd.utoronto.ca/brochures/Relations-with-Industry.pdf</a>
33	University of Toronto Quality Assurance Process <a href="https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2019/09/utqap-2019.pdf">https://www.vpacademic.utoronto.ca/wp-content/uploads/sites/225/2019/09/utqap-2019.pdf</a>
34	Policy on Sexual Violence and Sexual Harassment <a href="http://www.governingcouncil.lamp4.utoronto.ca/wp-content/uploads/2016/12/p1215-poshsv-2016-2017pol.pdf">http://www.governingcouncil.lamp4.utoronto.ca/wp-content/uploads/2016/12/p1215-poshsv-2016-2017pol.pdf</a>
35	Policy with Respect to Workplace Harassment <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/harassment.pdf</a>
36	Policy with Respect to Workplace Violence <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/violence.pdf</a>
37	Academy Membership Framework <a href="http://md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf">http://md.utoronto.ca/sites/default/files/Academy%20Membership%20Framework.pdf</a>
38	Graduate Supervision Guidelines for Students, Faculty Members and Administrators <a href="https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-1-introduction/">https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-1-introduction/</a> and <a href="https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-2-supervision-and-mentoring/">https://www.sgs.utoronto.ca/resources-supports/supervision/supervision-guidelines/supervision-guidelines-for-faculty-section-2-supervision-and-mentoring/</a>
39	PGME Guideline for Managing Disclosures about Learner Mistreatment <a href="https://pgme.utoronto.ca/wp-content/uploads/2021/02/PGME_MistreatmentGuideline_DRAFT_PGMEAC_Jan2021Send.pdf">https://pgme.utoronto.ca/wp-content/uploads/2021/02/PGME_MistreatmentGuideline_DRAFT_PGMEAC_Jan2021Send.pdf</a>
40	MD Program – Student Mistreatment Protocol <a href="https://md.utoronto.ca/sites/default/files/student_mistreatment_protocol_2020-03-17.pdf">https://md.utoronto.ca/sites/default/files/student_mistreatment_protocol_2020-03-17.pdf</a>
41	Supportive Leaves Policy <a href="https://governingcouncil.utoronto.ca/secretariat/policies/supportive-leaves-policy-march-1-2023">https://governingcouncil.utoronto.ca/secretariat/policies/supportive-leaves-policy-march-1-2023</a>