

**FOR APPROVAL****PUBLIC****OPEN SESSION**

**TO:** Governing Council

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

**AGENDA ITEM:** 3 (c)

**ITEM IDENTIFICATION:**

Renewal of the existing affiliation agreements between the University of Toronto and its non-hospital clinical sites, 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 non-hospital clinical sites 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 non-hospital clinical sites are:

- Canadian Blood Services
- Ontario Forensic Pathology Services
- Surrey Place Centre

- George Hull Centre for Children and Families
- SickKids Centre for Community Mental Health
- Kensington Eye Institute
- Kensington Health Centre
- Youthdale Treatment Centre

## **HIGHLIGHTS:**

Revisions to the non-hospital clinical sites' 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 non-hospital clinical sites agreement template, and to determine if any further revisions unique to the non-hospital clinical sites 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 XII.3 – Insurance. This change, reflecting that the University will provide insurance for Students, and will not require hospitals/sites 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 non-hospital clinical sites 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 affiliation agreements with the non-hospital clinical sites.

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 its non-hospital clinical sites 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 – Non-Hospital Clinical Sites (current)

2017 Template – Non-Hospital Clinical Sites (with all proposed revisions in track changes and new revision highlighted on pages 12-13)

2023 Template – Non-Hospital Clinical Sites (proposed revised clean copy)

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

**BETWEEN**

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

AND

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

**WHEREAS** the Site is dedicated to the provision of exemplary services, the education of Students and the conduct of research; [ ]

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

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

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

## **I APPLICATION OF THIS AGREEMENT**

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

## **II DEFINITIONS AND INTERPRETATION**

### **II.1 Definitions**

In this Agreement,

- i.* *Client* refers to any patient or other individual who is provided with the services of the Site.
- ii.* *Clinical (MD) faculty* refers to an individual or individuals licensed to practice medicine in Ontario, who is appointed in accordance with the University *Policy for Clinical Faculty* (attached as Schedule 1) in a University Faculty of Medicine clinical department.
- iii.* *Placement* means placement of a Student at the Site for the purpose of gaining practical experience.
- iv.* *Site Staff Member* means an individual who is employed by (or otherwise engaged by) the Site.

- v. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, academic unit or department at the University.
- vi. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.
- vii. *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 Site in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- viii. *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, Physical Therapy, Kinesiology and Physical Education, the Dalla Lana School of Public Health, Occupational Science and Occupational Therapy, Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering) that place Students at the Site.
- ix. *University faculty Member* means an individual who holds an appointment at the University and is not employed by (or otherwise engaged by) the Site.

## **II.2 Interpretation**

- i. Subject to the terms of this Agreement, the University and the Site have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- ii. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- iii. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Site under their respective constituting statutes, letters patent, articles, governing legislation, by-laws or policies.
- iv. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- v. Nothing in this Agreement creates an employment relationship between any Student and either the Site or the University.
- vi. Nothing in this Agreement creates an employment relationship between any Staff Member and the University.
- vii. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Site and the University.
- viii. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.

- ix. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

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

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

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

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

When either party decides to pursue disciplinary proceedings against a Site Staff Member with a University Appointment, 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 Site) 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 Site Staff Member with a University Appointment 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.

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

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

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

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

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

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

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

## **V TEACHING**

### **V.1 Introduction**

The Site acknowledges that the University 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 Site recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by Site Staff Members with a University Appointment who are engaged in the academic teaching mission by involving them in the planning, administration, presentation and review of its Teaching Programs as appropriate.

The parties will support the efforts and requirements of each other to achieve and maintain excellence in teaching, particularly through such processes as departmental and institutional reviews, accreditation surveys, staff evaluations, program assessments and student evaluations.

The University (including Staff Members and Students) and the Site share responsibility for creating a learning environment that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Students. The learning environment includes formal learning activities as well as attitudes, values, and informal "lessons" conveyed by individuals with whom the Student comes in contact.

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

All Site Staff Members who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold an appointment at the University in the department or Faculty or other recognized academic unit appropriate to their teaching responsibilities, at such ranks and of such categories as the University may determine.

### **V.2 Student Placement Commitment**

The University and the Site 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.

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

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

The University will deliver the proposed list of Student Placements to the Site consistent with the annual collaborative planning process, in advance of the start of each academic year for each program. The Site will consider whether it can accommodate the proposed Student Placements, and the Site 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 leader of the equivalent program or department at the Site at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate

Dean or Director, or, if relevant, department Chair (in Faculties where there are multiple departments), and the [title] will endeavour to negotiate an agreement.

The University curricula, the number of Students needing Placements and the Site's ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual list of Student Placements.

The parties will cooperate to implement the annual list of Student Placements.

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

The Site undertakes that any teaching of students from other educational institutions will not compromise its ongoing annual teaching commitment to the University. 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 2), any assignment of Students to other teaching sites (or other settings) will not compromise its ongoing commitment to assign Students to the Site.

### **V.3 Students**

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

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

The Faculty of Medicine will assign postgraduate Students to the Site and other sites in accordance with the *Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites* (attached as Schedule 2).

Students enrolled in Teaching Programs, are assigned to the Site in accordance with the curriculum plan for each course or program and with the Site's ability to provide an appropriate Placement.

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

All graduate Students and their supervisors at the Site will follow the University's *Graduate Supervision Guidelines for Students, Faculty Members and Administrators* (attached as Schedule 3).

#### **V.3.ii 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 Site through visiting electives arrangements made between the University and the Site, to abide by the University's administrative procedures to enable such placements.



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

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

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

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

Notwithstanding the above, if in its sole discretion the Site determines that a Student's behaviour or activities is placing Client or the Site Staff safety at risk, or unreasonably interferes with the operation of Site programs or services, the Site may remove the Student from Client or Site Staff contact immediately and, after contacting the appropriate Dean or department Chair or Director so that the University can take interim measures under its *Code of Student Conduct* (attached as Schedule 4), may terminate the Student's Placement.

### **V.3.v Specification of the Responsibility for Safety Instruction, Treatment and Follow-Up in the Event of Student (including Undergraduate Medical Student) Injury or Exposure to an Infectious or Environmental Hazard**

- a) The University and the Site are committed to protecting the health and safety of Students participating in training on the premises of the Site as assigned per this Agreement. The Site 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 Site. 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 Site commits to informing all Students of any Site policies and procedures relevant to this issue.
- d) Immediate Treatment

All Students placed in the Site per this Agreement will be advised to access medical services at a nearby medical clinic or hospital emergency department or to call 911 in the event of an injury or an exposure to an infectious or environmental hazard that occurs during the course of their placement. In the event that the Student is unable to respond, the Student's supervisor will call 911 to access immediate treatment at the nearest hospital emergency department.

- 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 Site. 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 Site 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:
    - With the University's student health services
    - With a physician of his/her own choosing (e.g. his/her family doctor)
    - At his/her Medical Academy base site (for undergraduate medical Students)
    - Through another care provider arranged by the University

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

##### **V.4.i Program Planning**

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of Site Staff Members with a University Appointment in the presentation of practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Site, the Deans or Director of the University's Faculties and schools, or their delegates, will invite the Site to participate in the planning of the programs and experiences to be offered to Students in related departments at the University.

The University will assist the Site as required in setting up Teaching Programs.

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

The University will notify the Site of any matters that are anticipated to materially affect the anticipated Student Placement Commitment with the Site as set out in this Agreement.

##### **V.4.ii 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 5), are mandated by external bodies, for example, by government or accreditation bodies, while others are initiated from within the University.

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

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

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of 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 Site.

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

The Site will allow Students, for teaching purposes, access to such of its Clients and their personal health information as are necessary to meet its teaching commitments set out in the list of Student Placements agreed to by the University and Site, subject to such restrictions as are imposed by the Site Staff for clinical reasons and by Clients themselves, including any exercise of a Client's right to refuse Student access.

The Site will use its best efforts to provide the necessary mix of Clients to meet the educational needs of Students placed at the Site. In exceptional circumstances if the Site ascertains that it will not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate department Chair or Director or Dean.

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

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

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

The sharing between the University and the Site of infrastructure expenses relevant to this Agreement will be negotiated in good faith from time to time among the University department Chairs, the Deans or Centre or Institute Director and the Site's President and CEO or equivalent (or delegate).

#### **V.4.vi Continuing Education and Professional Development**

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

## **VI RESEARCH COLLABORATION**

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

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

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

## **VII RESEARCH ETHICS REVIEW**

The Site 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. In addition, with respect to human subjects, the Site agrees its own REB or REBs (or the REB consortium) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the *Personal Health Information Protection Act, 2004*, as may be amended from time to time. The Site and the University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

## **VIII COMMUNICATIONS AND USE OF NAME**

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

The Site recognizes that University 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 Site will promote the citation of the University of Toronto on publications accordingly. For clarification, the Site 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 Site are named on all publications.

## **IX APPLICABILITY OF POLICIES**

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

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

The Site agrees that Site Staff Members with a University Appointment are also bound by, and the Site will advise Site Staff Members with a University Appointment of their obligation to comply with, applicable University policies and procedures, and in particular will follow University research-related policies and procedures when conducting research on the University campus, and, where applicable, to perform their duties in accordance with the *Policy on Conflict of Interest – Academic Staff* (attached as Schedule 6) and the Faculty of Medicine's *Guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education* (attached as Schedule 7).

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

The parties acknowledge that the Site is not a "hospital" under the *Public Hospitals Act* (Ontario). With respect to any University policies regarding Student Placements that refer to hospitals, the parties agree that those policies also apply to Students and Site Staff Members with a University Appointment at the Site to the extent that they are relevant. The University will advise all Students and the Site will advise all Site Staff Members with a University Appointment that they are subject to such policies.

The Site agrees to be bound by the University's *Policy on Ethical Conduct of Research* (attached as Schedule 8), *Framework to Address Allegations of Research Misconduct* (attached as Schedule 9), and any applicable divisional guidelines thereunder with respect to Site Staff Members with a University Appointment, as well as the *Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties)* (attached as Schedule 10).

The University and the Site agree to follow the University of Toronto's *Standards of Professional Practice Behaviour for all Health Professional Students* (attached as Schedule 11) and the *Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching* (attached as Schedule 12).

The Site recognizes that the University's *Policy for Clinical Faculty* (attached as Schedule 1) and the *Procedures Manual for the Policy for Clinical (MD) Faculty* (attached as Schedule 13) apply to Site Staff Members with a University Appointment who are Clinical faculty (physicians).

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

With respect to Clinical faculty (physicians), if there is an allegation of a breach of academic freedom and if the Clinical faculty (physician) member is eligible under the *Policy for Clinical Faculty* (attached as Schedule 1) to have access to the University's (Clinical Faculty) Academic Clinical Tribunal which hears the matter and issues a decision making finding of facts and a determination as to whether there has been a breach of academic freedom, the Site agrees to be bound by that decision. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Site, or to substitute any new provision thereof. The University's *Policy for Clinical Faculty* (attached as Schedule 1) provides that "All clinical faculty remain subject to the applicable ethical and clinical guidelines or standards, laws and regulations governing the practice of medicine and the Site-specific relevant site's policies or by-laws."

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

## **X COMMITMENT TO HUMAN RIGHTS AND SAFE WORKPLACES**

The University and the Site 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.

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 Site 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 Site Staff Member with a University Appointment who is working or studying at the Site, the Site 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.

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 Site Staff Member with a University Appointment who is working or studying at the Site, the University will, if in its view it is appropriate to do so, inform the Site as soon as reasonably practicable.

In the event of allegations of sexual violence, including sexual harassment, by or against a Student or Site Staff Member with a University Appointment who is working or studying in the Site, 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 14) for determining which policy applies and whether the University or the Site is responsible for dealing with a complaint.

## **XI INTELLECTUAL PROPERTY**

Both the University and the Site have their own policies and/or agreements with their personnel 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 Site regarding intellectual property is set out in a separate agreement attached as an Appendix to this Agreement. Faculty of Medicine graduate Students and their supervisors are also governed by the University's *Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research* (attached as Schedule 15).

## **XII LIABILITY, INDEMNIFICATION AND INSURANCE**

### **XII.1 Liability**

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

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

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

## **XII.2 Indemnification**

Subject to the provisions of section XII.1, the Site shall at all times indemnify and save harmless the University, its governors, officers, University 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 Site's performance or non-performance of this Agreement.

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

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

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

## **XII.3 Insurance**

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

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

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

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

#### **XII.4 Student Workplace Insurance**

Students who are at the Site on unpaid placements are provided 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 Site and the Site 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 Site commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
- b) Upon notification by the Site, the University commits to the reporting of incidents eligible for WSIB within the maximum timeframe specified by the WSIB.

### **XIII TERMINATION**

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

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

This Agreement may be amended by mutual written agreement of both parties.

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) circumstances as described in the fourth paragraph of section XV below arise and continue for a period of 60 days or more.



Any notice of termination will be given to the Vice-Provost, Relations with Health Care (for the University) and to [title] (for the Site).

#### **XIV FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

The Site acknowledges that the University is subject to the *Freedom of Information and Protection of Privacy Act (Ontario)*.

#### **XV GENERAL TERMS**

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 Site and their successors.

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

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

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provision of facilities or assignment of Students pursuant to obligations under this Agreement would substantially interfere with the Site's obligations or with the University's education or research obligations, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such time as the party reasonably determines that it is able to resume performance of its obligations herein.

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document and the Appendix and Schedules. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers.

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

SITE

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

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

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

## APPENDIX

### INVENTIONS AND INTELLECTUAL PROPERTY AGREEMENT

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

BETWEEN

**NON-HOSPITAL CLINICAL SITE**  
(the "**Site**")

and

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

**WHEREAS** The Site and the University have an agreement to collaborate and many Site staff and University faculty members are concurrently appointed;

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

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

**AND WHEREAS** it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies in the absence of another agreement between the Parties for a particular research project or other undertaking that may generate inventions or other intellectual property;

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

#### 1. **Definitions**

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

- (a) **"Invention"** – any new and useful art, product, service, discovery, innovation, process, pattern, machine, process of manufacture or composition of matter or a formula thereof, new life form, computer software, compilation of information in whatever medium whatsoever, and attendant know-how or any new and useful improvement thereof, whether or not protected or protectable by patent, copyright or registration as an industrial design or trademark or pursuant to any other intellectual property or trade secret protection law which now exists or may exist in the future which was created with financial support, staff support, or the provision of space, equipment or supplies from either or both parties.
- (b) **"Net Revenues"** – all royalties, license fees and other income (excluding funds received in support of direct and indirect costs of the sponsored research project) received by a Party from the assignment or commercialization of or licensing of rights to an Invention,

minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.

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

## **2. Mutual Disclosure**

- 2.1 When a staff member holding appointments in both the University and the Site makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other Party and/or received funds from the other Party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 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 Site in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

## **3. Application of Policies**

- 3.1 Unless otherwise agreed the intellectual property policies of the Party on whose premises the Invention was made shall apply to the Invention. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, the intellectual property policies of the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed shall apply to the Invention. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 In all cases, the Invention will be subject to the intellectual property policies of the Lead Party and those policies shall govern all rights in the Invention as between the Lead Party and the inventor(s), subject to any applicable agreements between them.
- 3.3 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the “Share”). This determination shall be made jointly by the

individuals named in section 7 below 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 Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.
- 6.2 If the nominees cannot agree on the identity of the third panel member, an application will be made to the court for the appointment of a third arbitrator.

#### **7. Notices**

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

University: Vice-President, Research & Innovation  
University of Toronto  
27 King's College Circle  
Toronto, Ontario M5S 1A1

The Site:

**8. Amendment**

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

**9. Term and Termination**

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

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

FOR THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

\_\_\_\_\_  
Vice-Provost, Relations with Health Care Institutions

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

FOR SITE

**[FULL TITLE OF SIGNING AUTHORITY]**

**[FULL TITLE OF SIGNING AUTHORITY]**

## SCHEDULES NOTED IN UNIVERSITY – NON-HOSPITAL CLINICAL SITE AGREEMENT

(Updated August 21, 2017)

Schedule	Title
1.	Policy for Clinical Faculty <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf</a>
2.	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>
3.	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>
4.	Code of Student Conduct <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf</a>
5.	University of Toronto Quality Assurance Process <a href="http://vpacademic.utoronto.ca/wp-content/uploads/2016/08/utgap.pdf">http://vpacademic.utoronto.ca/wp-content/uploads/2016/08/utgap.pdf</a>
6.	Policy on Conflict of Interest – Academic Staff <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf</a>
7.	Guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education. <a href="http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/RelationsIndustryMDEducationFeb2013.pdf">http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/RelationsIndustryMDEducationFeb2013.pdf</a>
8.	Policy on Ethical Conduct of Research <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf</a>
9.	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>
10.	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) <a href="http://www.facmed.utoronto.ca/sites/default/files/Revised%20HSCEP%20Guideline%20for%20Clinical%20Sites.pdf">http://www.facmed.utoronto.ca/sites/default/files/Revised%20HSCEP%20Guideline%20for%20Clinical%20Sites.pdf</a>
11.	Standards of Professional Practice Behaviour for all Health Professional Students <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf</a>

12.	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching <a href="http://medicine.utoronto.ca/sites/default/files/ethics2_0.pdf">http://medicine.utoronto.ca/sites/default/files/ethics2_0.pdf</a>
13.	Procedures Manual for the Policy for Clinical (MD) Faculty <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/ADFG/Procedures+Manual.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/ADFG/Procedures+Manual.pdf</a>
14.	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>
15.	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>



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

**BETWEEN**

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

AND

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

**WHEREAS** the Site is dedicated to the provision of exemplary services, the education of Students and the conduct of research; [ ]

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

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

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

## **I APPLICATION OF THIS AGREEMENT**

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

## **II DEFINITIONS AND INTERPRETATION**

### **II.1 Definitions**

In this Agreement,

- i.* *Client* refers to any patient or other individual who is provided with the services of the Site.
- ii.* *Clinical (MD) faculty* refers to an individual or individuals licensed to practice medicine in Ontario, who is appointed in accordance with the University *Policy for Clinical Faculty* (attached as Schedule 1) in a ~~University Faculty of Medicine~~ clinical department in the Temerty Faculty of Medicine, University of Toronto.
- iii.* *Placement* means placement of a Student at the Site for the purpose of gaining practical experience.
- iv.* *Site Staff Member* means an individual who is employed by (or otherwise engaged by) the Site.

- v. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, academic unit or department at the University.
- vi. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.
- vii. *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 Site in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- viii. *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, Physical Therapy, Kinesiology and Physical Education, the Dalla Lana School of Public Health, Occupational Science and Occupational Therapy, Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering, Faculty of Arts and Science) that place Students at the Site.
- ix. *University Faculty Member* means an individual who holds an appointment at the University and is not employed by (or otherwise engaged by) the Site.

## II.2 Interpretation

- i. Subject to the terms of this Agreement, the University and the Site have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- ii. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- iii. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Site under their respective constituting statutes, letters patent, articles, governing legislation, by-laws or policies.
- iv. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- v. Nothing in this Agreement creates an employment relationship between any Student and either the Site or the University.
- vi. Nothing in this Agreement creates an employment relationship between any Staff Member and the University.
- vii. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Site and the University.

- viii. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.
- ix. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

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

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

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

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

When either party decides to pursue disciplinary proceedings against a Site Staff Member with a University Appointment, 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 Site) 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 Site Staff Member with a University Appointment 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.

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

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

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

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

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

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

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

## V TEACHING

### V.1 Introduction

The Site acknowledges that the University 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 Site recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by Site Staff Members with a University Appointment who are engaged in the academic teaching mission by involving them in the planning, administration, presentation and review of its Teaching Programs as appropriate.

The parties will support the efforts and requirements of each other to achieve and maintain excellence in teaching, particularly through such processes as departmental and institutional reviews, accreditation surveys, staff evaluations, program assessments and student evaluations.

The University (including Staff Members and Students) and the Site share responsibility for creating a learning environment that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Students. The learning environment includes formal learning activities as well as attitudes, values, and informal "lessons" conveyed by individuals with whom the Student comes in contact.

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

All Site Staff Members who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold an appointment at the University in the department or Faculty or other recognized academic unit appropriate to their teaching responsibilities, at such ranks and of such categories as the University may determine.

### V.2 Student Placement Commitment

The University and the Site 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.

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

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

The University will deliver the proposed list of Student Placements to the Site consistent with the annual collaborative planning process, in advance of the start of each academic year for each program. The Site will consider whether it can accommodate the proposed Student Placements, and the Site 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 leader of the equivalent program or department at the Site at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate

Dean or Director, or, if relevant, department Chair (in Faculties where there are multiple departments), and the [title] will endeavour to negotiate an agreement.

The University curricula, the number of Students needing Placements and the Site's ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual list of Student Placements.

The parties will cooperate to implement the annual list of Student Placements.

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

The Site undertakes that any teaching of students from other educational institutions will not compromise its ongoing annual teaching commitment to the University. 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 2), any assignment of Students to other teaching sites (or other settings) will not compromise its ongoing commitment to assign Students to the Site.

### **V.3 Students**

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

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

The Temerty Faculty of Medicine will assign postgraduate ~~Students-medical residents~~ to the Site and other sites in accordance with the *Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites* (attached as Schedule 2).

Students enrolled in Teaching Programs, are assigned to the Site in accordance with the curriculum plan for each course or program and with the Site's ability to provide an appropriate Placement.

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

All graduate Students and their supervisors at the Site will follow the University's *Graduate Supervision Guidelines for Students, Faculty Members and Administrators* (attached as Schedule 3).

#### **V.3.ii 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 Site through visiting electives arrangements made between the University and the Site, to abide by the University's administrative procedures to enable such placements.

### V.3.iii Transfer of Students

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

### V.3.iv Termination of Student Placement for Unacceptable Behaviour

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

Notwithstanding the above, if in its sole discretion the Site determines that a Student's behaviour or activities is placing Client or the Site Staff safety at risk, or unreasonably interferes with the operation of Site programs or services, the Site may remove the Student from Client or Site Staff contact immediately and, after contacting the appropriate Dean or department Chair or Director so that the University can take interim measures under its *Code of Student Conduct* (attached as Schedule 4), may terminate the Student's Placement.

### V.3.v Specification of the Responsibility for Safety Instruction, Treatment and Follow-Up in the Event of Student (including Undergraduate Medical Student) Injury or Exposure to an Infectious or Environmental Hazard (and related prevention)

a) The University and the Site are committed to protecting the health and safety of Students participating in training on the premises of the Site as assigned per this Agreement. The Site shall provide applicable on-site safety instruction to Students, in the same manner as other employees of the Site (with any appropriate and applicable adjustments).

~~a) 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 Site. 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 Site commits to informing all Students of any Site policies and procedures relevant to this issue.

d) Immediate Treatment

All Students placed in the Site per this Agreement will be advised to access medical services at a nearby medical clinic or hospital emergency department or to call 911 in the event of an injury or an exposure to an infectious or environmental hazard that occurs during the course of their placement. In the event that the Student is unable to respond, the Student's supervisor will call 911 to access immediate treatment at the nearest hospital emergency department.

- 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 Site. 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 Site 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:
    - With the University's student health services
    - With a physician of his/her own choosing (e.g. his/her family doctor)
    - At his/her Medical Academy base site (for undergraduate medical Students)
    - Through another care provider arranged by the University

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

##### **V.4.i Program Planning**

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of Site Staff Members with a University Appointment in the presentation of practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Site, the Deans or Director of the University's Faculties and schools, or their delegates, will invite the Site to participate in the planning of the programs and experiences to be offered to Students in related departments at the University.

The University will assist the Site as required in setting up Teaching Programs.

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

The University will notify the Site of any matters that are anticipated to materially affect the anticipated Student Placement Commitment with the Site as set out in this Agreement.

##### **V.4.ii 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 5), are mandated by external bodies, for example, by government or accreditation bodies, while others are initiated from within the University.

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

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

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of 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 Site.

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

The Site will allow Students, for teaching purposes, access to such of its Clients and their personal health information as are necessary to meet its teaching commitments set out in the list of Student Placements agreed to by the University and Site, subject to such restrictions as are imposed by the Site Staff for clinical reasons and by Clients themselves, including any exercise of a Client's right to refuse Student access.

The Site will use its best efforts to provide the necessary mix of Clients to meet the educational needs of Students placed at the Site. In exceptional circumstances if the Site ascertains that it will not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate department Chair or Director or Dean.

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

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

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

The sharing between the University and the Site of infrastructure expenses relevant to this Agreement will be negotiated in good faith from time to time among the University department Chairs, the Deans or Centre or Institute Director and the Site's President and CEO or equivalent (or delegate).

#### **V.4.vi Continuing Education and Professional Development**

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



## VI RESEARCH COLLABORATION

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

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

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

## VII RESEARCH ETHICS REVIEW

The Site 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. In addition, with respect to human subjects, the Site agrees its own REB or REBs (or the REB consortium) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the *Personal Health Information Protection Act, 2004*, as may be amended from time to time. The Site and the University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

## VIII COMMUNICATIONS AND USE OF NAME

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

The Site recognizes that University 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 Site will promote the citation of the University of Toronto on publications accordingly. For clarification, the Site 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 Site are named on all publications.

## IX APPLICABILITY OF POLICIES

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

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

The Site agrees that Site Staff Members with a University Appointment are also bound by, and the Site will advise Site Staff Members with a University Appointment of their obligation to comply with, applicable University policies and procedures, and in particular will follow University research-related policies and procedures when conducting research on the University campus, and, where applicable, to perform their duties in accordance with the *Policy on Conflict of Interest – Academic Staff* (attached as Schedule 6) and

the Faculty of Medicine's *Guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education* (attached as Schedule 7).

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

The parties acknowledge that the Site is not a "hospital" under the *Public Hospitals Act* (Ontario). With respect to any University policies regarding Student Placements that refer to hospitals, the parties agree that those policies also apply to Students and Site Staff Members with a University Appointment at the Site to the extent that they are relevant. The University will advise all Students and the Site will advise all Site Staff Members with a University Appointment that they are subject to such policies.

The Site agrees to be bound by the University's *Policy on Ethical Conduct of Research* (attached as Schedule 8), *Framework to Address Allegations of Research Misconduct* (attached as Schedule 9), and any applicable divisional guidelines thereunder with respect to Site Staff Members with a University Appointment, as well as the *Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties)* (attached as Schedule 10).

The University and the Site agree to follow the University of Toronto's *Standards of Professional Practice Behaviour for all Health Professional Students* (attached as Schedule 11) and the *Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching* (attached as Schedule 12).

The Site recognizes that the University's *Policy for Clinical Faculty* (attached as Schedule 1) and the *Procedures Manual for the Policy for Clinical (MD) Faculty* (attached as Schedule 13) apply to Site Staff Members with a University Appointment who are Clinical faculty (physicians).

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

With respect to Clinical faculty (physicians), if there is an allegation of a breach of academic freedom and if the Clinical faculty (physician) member is eligible under the *Policy for Clinical Faculty* (attached as Schedule 1) to have access to the University's (Clinical Faculty) Academic Clinical Tribunal which hears the matter and issues a decision making finding of facts and a determination as to whether there has been a breach of academic freedom, the Site agrees to be bound by that decision. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Site, or to substitute any new provision thereof. The University's *Policy for Clinical Faculty* (attached as Schedule 1) provides that "All clinical faculty remain subject to the applicable ethical and clinical guidelines or standards, laws and regulations governing the practice of medicine and the Site-specific relevant site's policies or by-laws."

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

## **X COMMITMENT TO HUMAN RIGHTS AND SAFE WORKPLACES**

The University and the Site 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.

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 Site 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 Site Staff Member with a University Appointment who is working or studying at the Site, the Site 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 Site Staff Member with a University Appointment is an employee of the Site.

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 Site Staff Member with a University Appointment who is working or studying at the Site, the University will, if in its view it is appropriate to do so, inform ~~the a suitable~~ Site representative as soon as reasonably practicable.

In the event of allegations of sexual violence, including sexual harassment, by or against a Student or Site Staff Member with a University Appointment who is working or studying in the Site, 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 14) for determining which policy applies and whether the University or the Site is responsible for dealing with a complaint.

## XI INTELLECTUAL PROPERTY

Both the University and the Site have their own policies and/or agreements with their personnel 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 Site regarding intellectual property is set out in a separate agreement attached as an Appendix to this Agreement. Faculty of Medicine graduate Students and their supervisors are also governed by the University's *Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research* (attached as Schedule 15).

## XII LIABILITY, INDEMNIFICATION AND INSURANCE

### XII.1 Liability

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

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

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

## **XII.2 Indemnification**

Subject to the provisions of section XII.1, the Site shall at all times indemnify and save harmless the University, its governors, officers, University 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 Site's performance or non-performance of this Agreement.

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

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

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

## **XII.3 Insurance**

The Site shall maintain in full force and effect policies of liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees, ~~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 Site against legal liability incurred by them while acting within the scope of their duties and arising from the instruction, direction or supervision provided by the Site.~~

The University shall maintain in full force and effect policies of liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees, ~~and agents 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 \$105 million per occurrence.

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

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

#### **XII.4 Student Workplace Insurance**

Students who are at the Site on unpaid placements are provided WSIB or private insurance for coverage of claims in accordance with Ministry of ~~Advanced Education and Skills Development~~ Colleges and Universities (MAESDMCU) 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 then the University will make such request to the Site and the Site 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 Site commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
- b) Upon notification by the Site, the University commits to the reporting of incidents eligible for WSIB within the maximum timeframe specified by the WSIB.

### **XIII TERMINATION PRIVACY AND INFORMATION SECURITY**

#### **XIII.1 INTRODUCTION**

~~The University and the Site 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 Site 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.~~

#### **XIII.2 PROTECTING PERSONAL INFORMATION**

~~The University and the Site shall protect all personal information relating to Students and/or Clients of the Site 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 Site 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.~~

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

To the extent permitted by law, the University and the Site 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 Site 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 Site 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 Site may share such information only to the extent necessary for these purposes under this Agreement.

#### XIII.4 REPORTING PRIVACY INCIDENTS

Each of the University and the Site 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.

#### XIII.5 SAFEGUARDING INFORMATION

The University and the Site 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.

#### XIII.6 PRIVACY TRAINING

The University and the Site 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 Site 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 Site. The University and the Site will cooperate to confirm compliance with the foregoing and to reduce the potential for duplicative training requirements for Students that may qualify as Site research only Students. The Site shall have the right to review the training on request.

#### XIII.7 CONTACT PERSONS

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

### **XIV ~~TERMINATION FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY~~**

~~The Site acknowledges that the University is subject to the *Freedom of Information and Protection of Privacy Act (Ontario)*.~~

This Agreement will terminate on May 31, 2028<sup>83</sup>, unless extended by mutual written agreement of the two parties.

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

This Agreement may be amended by mutual written agreement of both parties.

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) circumstances as described in the fourth paragraph of section XV below arise and continue for a period of 60 days or more.

Any notice of termination will be given to the Vice-Provost, Relations with Health Care (for the University) and to [title] (for the Site).

## **XV GENERAL TERMS**

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 Site and their successors.

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

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

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provision of facilities or assignment of Students pursuant to obligations under this Agreement would substantially interfere with the Site's obligations or with the University's education or research obligations, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such time as the party reasonably determines that it is able to resume performance of its obligations herein.

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document and the Appendix and Schedules. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers.

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

SITE

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

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

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



## APPENDIX: INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the First (1st) day of xxx (the “IP Agreement”)

BETWEEN

Name of SITE  
(the “Site”)

and

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

(the “University”)

WHEREAS the Site and the University (individually a “Party” and collectively the “Parties”) have an affiliation agreement and many Site 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 Site;

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 Site 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 Site in all respects.

2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party'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 Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

6.2 If the nominees cannot agree on the identity of the third panel member, an application will be made to the court for the appointment of a third arbitrator.

## **7. Notices**

7.1 All notices required under this Agreement shall be in writing and, unless otherwise agreed, shall be delivered by mail, 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

Site: \_\_\_\_\_

## **8. Amendment**

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

## **9. Term and Termination**

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

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

FOR THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Vice-President, Research and Innovation

FOR THE Site

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

## **APPENDIX**

### **~~INVENTIONS AND INTELLECTUAL PROPERTY AGREEMENT~~**

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

~~BETWEEN~~

~~**NON-HOSPITAL CLINICAL SITE**~~

~~(the "Site")~~

~~and~~

~~**THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO**~~

~~(the "University")~~

~~**WHEREAS** The Site and the University have an agreement to collaborate and many Site staff and University faculty members are concurrently appointed;~~

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

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

~~AND WHEREAS it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies in the absence of another agreement between the Parties for a particular research project or other undertaking that may generate inventions or other intellectual property;~~

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

#### ~~1. — Definitions~~

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

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

~~(b) — “**Net Revenues**” — all royalties, license fees and other income (excluding funds received in support of direct and indirect costs of the sponsored research project) received by a Party from the assignment or commercialization of or licensing of rights to an Invention, minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.~~

~~(c) — “**Lead Party**” means the Party whose policies are determined under section 3.1 to apply to an Invention.~~

~~(d) — “**Share**” — the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in sections 3.2 and 3.3.~~

#### ~~2. — Mutual Disclosure~~

~~2.1 — When a staff member holding appointments in both the University and the Site makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other Party and/or received funds from the other Party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.~~

~~2.2 — 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 Site in all respects.~~

~~2.4 — Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.~~

### ~~3. — Application of Policies~~

~~3.1 — Unless otherwise agreed the intellectual property policies of the Party on whose premises the Invention was made shall apply to the Invention. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, the intellectual property policies of the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed shall apply to the Invention. The determination of that proportionate share shall be made by the Parties' Vice Presidents Research or their delegates.~~

~~3.2 — In all cases, the Invention will be subject to the intellectual property policies of the Lead Party and these 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 individuals named in section 7 below 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 Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.~~

~~6.2 If the nominees cannot agree on the identity of the third panel member, an application will be made to the court for the appointment of a third arbitrator.~~

**7. Notices**

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

~~University: Vice-President, Research & Innovation  
University of Toronto  
27 King's College Circle  
Toronto, Ontario M5S 1A1~~

~~The Site:~~

**8. Amendment**

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

**9. Term and Termination**

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

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

~~FOR THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO~~

~~\_\_\_\_\_  
Vice-Provost, Relations with Health Care Institutions~~

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

~~FOR SITE~~



[FULL TITLE OF SIGNING AUTHORITY]

[FULL TITLE OF SIGNING AUTHORITY]

## SCHEDULES NOTED IN UNIVERSITY – NON-HOSPITAL CLINICAL SITE AGREEMENT

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

Schedule	Title
1.	Policy for Clinical Faculty <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf</a>
2.	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> <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>
3.	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> <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>
4.	Code of Student Conduct <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf</a>
5.	University of Toronto Quality Assurance Process <a href="http://vpacademic.utoronto.ca/wp-content/uploads/2016/08/utgap.pdf">http://vpacademic.utoronto.ca/wp-content/uploads/2016/08/utgap.pdf</a> <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>
6.	Policy on Conflict of Interest – Academic Staff <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf</a>
7.	Guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education. <a href="http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/RelationsIndustryMDEducationFeb2013.pdf">http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/RelationsIndustryMDEducationFeb2013.pdf</a>
8.	Policy on Ethical Conduct of Research <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf</a>
9.	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> <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>

10.	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) <a href="http://www.facmed.utoronto.ca/sites/default/files/Revised%20HSCEP%20Guideline%20for%20Clinical%20Sites.pdf">http://www.facmed.utoronto.ca/sites/default/files/Revised%20HSCEP%20Guideline%20for%20Clinical%20Sites.pdf</a>
11.	Standards of Professional Practice Behaviour for all Health Professional Students <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf</a> <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>
12.	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching <a href="http://medicine.utoronto.ca/sites/default/files/ethics2_0.pdf">http://medicine.utoronto.ca/sites/default/files/ethics2_0.pdf</a>
13.	Procedures Manual for the Policy for Clinical (MD) Faculty <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/ADFG/Procedures+Manual.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/ADFG/Procedures+Manual.pdf</a>
14.	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>
15.	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>

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

**BETWEEN**

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

AND

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

**WHEREAS** the Site is dedicated to the provision of exemplary services, the education of Students and the conduct of research; [ ]

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

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

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

## **I APPLICATION OF THIS AGREEMENT**

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

## **II DEFINITIONS AND INTERPRETATION**

### **II.1 Definitions**

In this Agreement,

- i.* *Client* refers to any patient or other individual who is provided with the services of the Site.
- ii.* *Clinical (MD) faculty* refers to an individual or individuals licensed to practice medicine in Ontario, who is appointed in accordance with the University *Policy for Clinical Faculty* (attached as Schedule 1) in a clinical department in the Temerty Faculty of Medicine, University of Toronto.
- iii.* *Placement* means placement of a Student at the Site for the purpose of gaining practical experience.
- iv.* *Site Staff Member* means an individual who is employed by (or otherwise engaged by) the Site.

- v. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, academic unit or department at the University.
- vi. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.
- vii. *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 Site in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- viii. *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, Physical Therapy, Kinesiology and Physical Education, the Dalla Lana School of Public Health, Occupational Science and Occupational Therapy, Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering, Faculty of Arts and Science) that place Students at the Site.
- ix. *University Faculty Member* means an individual who holds an appointment at the University and is not employed by (or otherwise engaged by) the Site.

## **II.2 Interpretation**

- i. Subject to the terms of this Agreement, the University and the Site have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- ii. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- iii. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Site under their respective constituting statutes, letters patent, articles, governing legislation, by-laws or policies.
- iv. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- v. Nothing in this Agreement creates an employment relationship between any Student and either the Site or the University.
- vi. Nothing in this Agreement creates an employment relationship between any Staff Member and the University.
- vii. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Site and the University.

- viii. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.
- ix. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

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

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

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

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

When either party decides to pursue disciplinary proceedings against a Site Staff Member with a University Appointment, 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 Site) 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 Site Staff Member with a University Appointment 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.

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

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

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

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

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

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

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

## **V TEACHING**

### **V.1 Introduction**

The Site acknowledges that the University 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 Site recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by Site Staff Members with a University Appointment who are engaged in the academic teaching mission by involving them in the planning, administration, presentation and review of its Teaching Programs as appropriate.

The parties will support the efforts and requirements of each other to achieve and maintain excellence in teaching, particularly through such processes as departmental and institutional reviews, accreditation surveys, staff evaluations, program assessments and student evaluations.

The University (including Staff Members and Students) and the Site share responsibility for creating a learning environment that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Students. The learning environment includes formal learning activities as well as attitudes, values, and informal "lessons" conveyed by individuals with whom the Student comes in contact.

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

All Site Staff Members who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold an appointment at the University in the department or Faculty or other recognized academic unit appropriate to their teaching responsibilities, at such ranks and of such categories as the University may determine.

### **V.2 Student Placement Commitment**

The University and the Site 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.

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

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

The University will deliver the proposed list of Student Placements to the Site consistent with the annual collaborative planning process, in advance of the start of each academic year for each program. The Site will consider whether it can accommodate the proposed Student Placements, and the Site 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 leader of the equivalent program or department at the Site at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate

Dean or Director, or, if relevant, department Chair (in Faculties where there are multiple departments), and the [title] will endeavour to negotiate an agreement.

The University curricula, the number of Students needing Placements and the Site's ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual list of Student Placements.

The parties will cooperate to implement the annual list of Student Placements.

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

The Site undertakes that any teaching of students from other educational institutions will not compromise its ongoing annual teaching commitment to the University. 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 2), any assignment of Students to other teaching sites (or other settings) will not compromise its ongoing commitment to assign Students to the Site.

### **V.3 Students**

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

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

The Temerty Faculty of Medicine will assign postgraduate medical residents to the Site and other sites in accordance with the *Guidelines for the Assignment and Removal of Postgraduate Medical Trainees from Teaching Sites* (attached as Schedule 2).

Students enrolled in Teaching Programs, are assigned to the Site in accordance with the curriculum plan for each course or program and with the Site's ability to provide an appropriate Placement.

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

All graduate Students and their supervisors at the Site will follow the University's *Graduate Supervision Guidelines for Students, Faculty Members and Administrators* (attached as Schedule 3).

#### **V.3.ii 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 Site through visiting electives arrangements made between the University and the Site, to abide by the University's administrative procedures to enable such placements.



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

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

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

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

Notwithstanding the above, if in its sole discretion the Site determines that a Student's behaviour or activities is placing Client or the Site Staff safety at risk, or unreasonably interferes with the operation of Site programs or services, the Site may remove the Student from Client or Site Staff contact immediately and, after contacting the appropriate Dean or department Chair or Director so that the University can take interim measures under its *Code of Student Conduct* (attached as Schedule 4), may terminate the Student's Placement.

### **V.3.v Specification of the Responsibility for Safety Instruction, Treatment and Follow-Up in the Event of Student (including Undergraduate Medical Student) Injury or Exposure to an Infectious or Environmental Hazard (and related prevention)**

- a) The University and the Site are committed to protecting the health and safety of Students participating in training on the premises of the Site as assigned per this Agreement. The Site shall provide applicable on-site safety instruction to Students. in the same manner as other employees of the Site (with any appropriate and applicable adjustments).
- 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 Site. 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 Site commits to informing all Students of any Site policies and procedures relevant to this issue.
- d) Immediate Treatment

All Students placed in the Site per this Agreement will be advised to access medical services at a nearby medical clinic or hospital emergency department or to call 911 in the event of an injury or an exposure to an infectious or environmental hazard that occurs during the course of their placement. In the event that the Student is unable to respond, the Student's supervisor will call 911 to access immediate treatment at the nearest hospital emergency department.

- 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 Site. 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 Site 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:
  - With the University's student health services
  - With a physician of his/her own choosing (e.g. his/her family doctor)
  - At his/her Medical Academy base site (for undergraduate medical Students)
  - Through another care provider arranged by the University

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

##### **V.4.i Program Planning**

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of Site Staff Members with a University Appointment in the presentation of practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Site, the Deans or Director of the University's Faculties and schools, or their delegates, will invite the Site to participate in the planning of the programs and experiences to be offered to Students in related departments at the University.

The University will assist the Site as required in setting up Teaching Programs.

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

The University will notify the Site of any matters that are anticipated to materially affect the anticipated Student Placement Commitment with the Site as set out in this Agreement.

##### **V.4.ii 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 5), are mandated by external bodies, for example, by government or accreditation bodies, while others are initiated from within the University.

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

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

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of 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 Site.

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

The Site will allow Students, for teaching purposes, access to such of its Clients and their personal health information as are necessary to meet its teaching commitments set out in the list of Student Placements agreed to by the University and Site, subject to such restrictions as are imposed by the Site Staff for clinical reasons and by Clients themselves, including any exercise of a Client's right to refuse Student access.

The Site will use its best efforts to provide the necessary mix of Clients to meet the educational needs of Students placed at the Site. In exceptional circumstances if the Site ascertains that it will not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate department Chair or Director or Dean.

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

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

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

The sharing between the University and the Site of infrastructure expenses relevant to this Agreement will be negotiated in good faith from time to time among the University department Chairs, the Deans or Centre or Institute Director and the Site's President and CEO or equivalent (or delegate).

#### **V.4.vi Continuing Education and Professional Development**

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

## **VI RESEARCH COLLABORATION**

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

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

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

## **VII RESEARCH ETHICS REVIEW**

The Site 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. In addition, with respect to human subjects, the Site agrees its own REB or REBs (or the REB consortium) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the *Personal Health Information Protection Act, 2004*, as may be amended from time to time. The Site and the University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

## **VIII COMMUNICATIONS AND USE OF NAME**

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

The Site recognizes that University 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 Site will promote the citation of the University of Toronto on publications accordingly. For clarification, the Site 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 Site are named on all publications.

## **IX APPLICABILITY OF POLICIES**

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

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

The Site agrees that Site Staff Members with a University Appointment are also bound by, and the Site will advise Site Staff Members with a University Appointment of their obligation to comply with, applicable University policies and procedures, and in particular will follow University research-related policies and procedures when conducting research on the University campus, and, where applicable, to perform their duties in accordance with the *Policy on Conflict of Interest – Academic Staff* (attached as Schedule 6) and

the Faculty of Medicine's *Guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education* (attached as Schedule 7).

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

The parties acknowledge that the Site is not a "hospital" under the *Public Hospitals Act* (Ontario). With respect to any University policies regarding Student Placements that refer to hospitals, the parties agree that those policies also apply to Students and Site Staff Members with a University Appointment at the Site to the extent that they are relevant. The University will advise all Students and the Site will advise all Site Staff Members with a University Appointment that they are subject to such policies.

The Site agrees to be bound by the University's *Policy on Ethical Conduct of Research* (attached as Schedule 8), *Framework to Address Allegations of Research Misconduct* (attached as Schedule 9), and any applicable divisional guidelines thereunder with respect to Site Staff Members with a University Appointment, as well as the *Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties)* (attached as Schedule 10).

The University and the Site agree to follow the University of Toronto's *Standards of Professional Practice Behaviour for all Health Professional Students* (attached as Schedule 11) and the *Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching* (attached as Schedule 12).

The Site recognizes that the University's *Policy for Clinical Faculty* (attached as Schedule 1) and the *Procedures Manual for the Policy for Clinical (MD) Faculty* (attached as Schedule 13) apply to Site Staff Members with a University Appointment who are Clinical faculty (physicians).

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

With respect to Clinical faculty (physicians), if there is an allegation of a breach of academic freedom and if the Clinical faculty (physician) member is eligible under the *Policy for Clinical Faculty* (attached as Schedule 1) to have access to the University's (Clinical Faculty) Academic Clinical Tribunal which hears the matter and issues a decision making finding of facts and a determination as to whether there has been a breach of academic freedom, the Site agrees to be bound by that decision. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Site, or to substitute any new provision thereof. The University's *Policy for Clinical Faculty* (attached as Schedule 1) provides that "All clinical faculty remain subject to the applicable ethical and clinical guidelines or standards, laws and regulations governing the practice of medicine and the Site-specific relevant site's policies or by-laws."

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

## **X COMMITMENT TO HUMAN RIGHTS AND SAFE WORKPLACES**

The University and the Site 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.

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 Site 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 Site Staff Member with a University Appointment who is working or studying at the Site, the Site 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 Site Staff Member with a University Appointment is an employee of the Site.

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 Site Staff Member with a University Appointment who is working or studying at the Site, the University will, if in its view it is appropriate to do so, inform a suitable Site representative as soon as reasonably practicable.

In the event of allegations of sexual violence, including sexual harassment, by or against a Student or Site Staff Member with a University Appointment who is working or studying in the Site, 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 14) for determining which policy applies and whether the University or the Site is responsible for dealing with a complaint.

## **XI INTELLECTUAL PROPERTY**

Both the University and the Site have their own policies and/or agreements with their personnel 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 Site regarding intellectual property is set out in a separate agreement attached as an Appendix to this Agreement. Faculty of Medicine graduate Students and their supervisors are also governed by the University's *Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research* (attached as Schedule 15).

## **XII LIABILITY, INDEMNIFICATION AND INSURANCE**

### **XII.1 Liability**

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

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

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

## **XII.2 Indemnification**

Subject to the provisions of section XII.1, the Site shall at all times indemnify and save harmless the University, its governors, officers, University 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 Site's performance or non-performance of this Agreement.

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

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

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

## **XII.3 Insurance**

The Site shall maintain in full force and effect policies of liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees 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 policies of liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees, agents and Students that could arise in the performance or non-performance of this Agreement. This insurance shall include coverage against bodily injury (including death), property damage and personal injury including cross-liability and severability of interest provisions with a combined limit of not less than \$10 million per occurrence.

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

## **XII.4 Student Workplace Insurance**

Students who are at the Site on unpaid placements are provided 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 then the University will make such request to the Site and the Site 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 Site commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
- b) Upon notification by the Site, the University commits to the reporting of incidents eligible for WSIB within the maximum timeframe specified by the WSIB.

### **XIII PRIVACY AND INFORMATION SECURITY**

#### **XIII.1 INTRODUCTION**

The University and the Site 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 Site 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.

#### **XIII.2 PROTECTING PERSONAL INFORMATION**

The University and the Site shall protect all personal information relating to Students and/or Clients of the Site 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 Site 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.

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

To the extent permitted by law, the University and the Site 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 Site 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 Site 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 Site may share such information only to the extent necessary for these purposes under this Agreement.



#### XIII.4 REPORTING PRIVACY INCIDENTS

Each of the University and the Site 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.

#### XIII.5 SAFEGUARDING INFORMATION

The University and the Site 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.

#### XIII.6 PRIVACY TRAINING

The University and the Site 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 Site 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 Site. The University and the Site will cooperate to confirm compliance with the foregoing and to reduce the potential for duplicative training requirements for Students that may qualify as Site research only Students. The Site shall have the right to review the training on request.

#### XIII.7 CONTACT PERSONS

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

### **XIV TERMINATION**

This Agreement will terminate on May 31, 2028, unless extended by mutual written agreement of the two parties.

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

This Agreement may be amended by mutual written agreement of both parties.

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) circumstances as described in the fourth paragraph of section XV below arise and continue for a period of 60 days or more.

Any notice of termination will be given to the Vice-Provost, Relations with Health Care (for the University) and to [title] (for the Site).

## **XV GENERAL TERMS**

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 Site and their successors.

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

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

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provision of facilities or assignment of Students pursuant to obligations under this Agreement would substantially interfere with the Site's obligations or with the University's education or research obligations, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such time as the party reasonably determines that it is able to resume performance of its obligations herein.

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document and the Appendix and Schedules. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers.

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

SITE

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

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

---

**[NAME]**

Vice-Provost, Relations with Health Care Institutions

## APPENDIX: INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the First (1st) day of xxx (the “IP Agreement”)

BETWEEN

Name of SITE  
(the “Site”)

and

THE GOVERNING COUNCIL OF  
THE UNIVERSITY OF TORONTO

(the “University”)

WHEREAS the Site and the University (individually a “Party” and collectively the “Parties”) have an affiliation agreement and many Site 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 Site;

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 Site 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 Site in all respects.

2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party'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 Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

6.2 If the nominees cannot agree on the identity of the third panel member, an application will be made to the court for the appointment of a third arbitrator.

## **7. Notices**

7.1 All notices required under this Agreement shall be in writing and, unless otherwise agreed, shall be delivered by mail, 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

Site:

## **8. Amendment**

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

## **9. Term and Termination**

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

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

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

\_\_\_\_\_  
Vice-Provost, Relations with Health Care Institutions

\_\_\_\_\_  
Vice-President, Research and Innovation

**FOR THE Site**

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

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



## SCHEDULES NOTED IN UNIVERSITY – NON-HOSPITAL CLINICAL SITE AGREEMENT

(Updated March 2023)

Schedule	Title
1.	Policy for Clinical Faculty <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf</a>
2.	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>
3.	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>
4.	Code of Student Conduct <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf</a>
5.	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>
6.	Policy on Conflict of Interest – Academic Staff <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf</a>
7.	Guidelines on Relationships with Industry and the Educational Environment in Undergraduate and Postgraduate Medical Education. <a href="http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/RelationsIndustryMDEducationFeb2013.pdf">http://pg.postmd.utoronto.ca/wp-content/uploads/2016/06/RelationsIndustryMDEducationFeb2013.pdf</a>
8.	Policy on Ethical Conduct of Research <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf</a>
9.	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>
10.	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) <a href="http://www.facmed.utoronto.ca/sites/default/files/Revised%20HSCEP%20Guideline%20for%20Clinical%20Sites.pdf">http://www.facmed.utoronto.ca/sites/default/files/Revised%20HSCEP%20Guideline%20for%20Clinical%20Sites.pdf</a>
11.	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>
12.	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and

	Teaching <a href="http://medicine.utoronto.ca/sites/default/files/ethics2_0.pdf">http://medicine.utoronto.ca/sites/default/files/ethics2_0.pdf</a>
13.	Procedures Manual for the Policy for Clinical (MD) Faculty <a href="http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/ADFG/Procedures+Manual.pdf">http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/ADFG/Procedures+Manual.pdf</a>
14.	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>
15.	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>