



TO: Planning and Budget Committee

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AGENDA ITEM: RENEWAL AND PROPOSED REVISIONS OF HOSPITAL – UNIVERSITY COMMUNITY AFFILIATION TEMPLATE AGREEMENT

ITEM IDENTIFICATION

Community affiliation template agreements for the current 18 healthcare sites in Ontario that are affiliated with the University of Toronto:

- 1) Revision of the current community affiliation template agreement;
- 2) Revision of the current non-hospital clinical site template agreement; and
- 3) Development of a new Toronto Academic Health Sciences Network (TAHSN) Associate Member affiliation template agreement.

JURISDICTIONAL INFORMATION

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

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

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

PREVIOUS ACTION TAKEN

Affiliation Template Agreements – 2007 and 2011

In 2007, the UofT Governing Council approved the full affiliation template agreement and the community affiliation template agreement. Based on these templates, customized agreements for both full and community affiliates were produced and signed in 2007. In 2011, as the 5-year term for renewal of both full and community affiliation agreements approached, it was recognized that the template affiliation agreements for both types of affiliates needed to be updated to better reflect new policies at the University and practices in the University's relationship with these institutions.

Full Affiliation Template Agreement Revision – 2011

After an extensive consultation and negotiation process with a broad range of constituencies within the University of Toronto and with the full affiliate TAHSN hospitals, a revised full affiliation template agreement was produced and approved by the University of Toronto Governing Council in 2011. In 2011, this revised full affiliation template agreement was customized for each of the nine full-member hospitals of TAHSN and, once executed, these agreements replaced the previous agreements dating to 2007.

Community Affiliation Template Agreement Review – 2013

In 2011, once the renewals of the affiliation agreements with the full affiliate TAHSN hospitals were completed, a process to revise the 2007 community affiliation template agreement was initiated. This process involved consultation and negotiation within the University with Health Science Faculty Deans and relevant Faculty of Medicine Committees and with the CEOs and academic leaders in the current 18 community affiliate healthcare sites.

Non-Hospital Clinical Site Template Agreement Review – 2009 and 2013

In 2009, a non-hospital clinical site template agreement was developed and approved by the University of Toronto Governing Council in 2009. In 2011, as the 2007 community affiliation template agreement was being revised to ensure alignment with current practices and policies as well as with the 2011 full affiliation template agreement, it was determined that the non-hospital clinical site template agreement should also be revised to align and be consistent with both the full affiliation template agreement and the community affiliation template agreement.

Revision of Two Template Agreements and Development of One New Template Agreement – 2013

In 2011, it was recognized that the relationships between the University of Toronto and each of its community affiliates varied significantly depending on the extent of involvement by each site with our academic programs and the status (hospital vs. non-hospital) of each site. Based on this analysis of the community affiliate sites, it was determined that:

- **Community Affiliation Template Agreement:** The 2007 community affiliation template agreement needed to be revised to align, where appropriate, with the updated 2011 full affiliation template agreement. The 2013 revised template agreement will form the basis for the customized affiliation agreements with 11 of the community affiliates that operate as hospitals:
 - Bridgepoint Health
 - Humber River Regional Hospital
 - Lakeridge Health Network
 - Markham-Stouffville Hospital
 - Ontario Shores Centre for Mental Health Sciences
 - Providence Healthcare
 - The Royal Victoria Hospital
 - The Scarborough Hospital
 - Southlake Regional Health Centre
 - Waypoint Centre for Mental Health Care
 - West Park Healthcare Centre

- **Non-Hospital Clinical Site Template Agreement:** The 2009 non-hospital clinical site template agreement needed to be revised to align, where appropriate, with the 2013 community

affiliation template agreement and the 2011 full affiliation template agreement. Three of the current community affiliates will be transitioned to this non-hospital clinical site agreement based on their status as non-hospital sites.

- George Hull Centre for Children and Families
 - Hincks-Dellcrest Centre
 - Surrey Place Centre
- **TAHSN Associate Member Affiliation Template Agreement:** A new TAHSN Associate Member affiliation template agreement needed to be developed for the TAHSN Associate Member hospitals to reflect their significant involvement with our academic programs and the evolution of these four associate members of TASHN to a status that reflects their evolving roles, greater than the usual community affiliate but not as extensive as a full affiliate, particularly relative to their role with the undergraduate MD academy system.
 - North York General Hospital
 - St. Joseph's Health Centre
 - Toronto East General Hospital
 - Trillium Health Partners

Once approved by Governing Council, each of these 2013 template agreements will be customized for the relevant hospital / healthcare sites and, once signed, will replace each of the current community affiliation agreements.

HIGHLIGHTS

Attached, committee members will find copies of:

- Appendix 1: 2007 community affiliation template agreement
- Appendix 2: Proposed 2013 community affiliation template agreement
- Appendix 3: Tracked-changes comparison of 2007 vs. 2013 community affiliation template agreement
- Appendix 4: 2009 non-hospital clinical site template agreement
- Appendix 5: Proposed 2013 non-hospital clinical site template agreement
- Appendix 6: Tracked-changes comparison of 2007 vs. 2013 non-hospital clinical site template agreement
- Appendix 7: Proposed 2013 TAHSN Associate Member affiliation template agreement

Revised Community Affiliation Template Agreement

Overall, the changes in the tabled revised 2013 community affiliation template agreement address changes in practice, legislation, accreditation standards or University policy since 2007 and reflect the evolution of the relationship between the University and the community hospitals. Nearly all of the changes made to address changes in practice, legislation, accreditation standards or University policy were also made in the 2011 full affiliation template agreement that was approved by Governing Council on December 15, 2011.

In summary, the revisions address:

- a strengthened commitment to work cooperatively with hospitals to enhance academic achievement, research and international reputation
- enhanced requirements for communication between the University and hospitals regarding human resources and related issues that affect both institutions

- revision to requirements for communication between the University and the hospital regarding teaching commitments to align with current practice
- references to new or revised policies, accreditation standards and legislation and provisions that implement them as required
- revision of provisions regarding research to reflect current practices
- clarity regarding termination of the affiliation agreement

A number of specific changes are required to align the template agreement with practice, legislation, accreditation standards and University policy, as well to make it relevant and current and aligned with the 2011 revised full affiliation template agreement. These changes include the revision or addition of language relating to:

- references to University policies, including policies regarding academic appointments and appointments of academic administrators
- the exchange of information regarding disciplinary matters, performance evaluations for certain appointees and appointees ceasing to hold appointments
- the University's commitment to promote the appointment of health science faculty (who are not doctors or dentists)
- the University's agreement to obtain hospital approval before transferring post-graduate students to another hospital
- the clarification of the teaching commitment section, including elimination of the related blank form that was not being used
- the role of and importance of Medical Academies, arising from the work of a Faculty Task Force
- the specification of responsibility for treatment of all students who are injured or exposed to a hazard (broadened from the corresponding provision in the 2011 full affiliation template agreement, which covers only undergraduate medical students)
- hospital recognition of accreditation standard requirements for student programs with respect to space and facilities
- communication regarding workplace violence
- elimination of grant administration language to reflect current practices
- references to centres, institutes and extra-departmental units, research chairs and professorships and related fundraising
- recognition by the hospital that faculty members are expected to cite their University affiliation on their publications and agreement by the hospital to promote such citation
- allowing the hospitals the option of meeting their insurance obligations through self-insurance
- additional termination provisions providing that, in the event of specified fundamental changes in circumstances such that the agreement cannot continue, either party may terminate the agreement immediately

Revised Non-Hospital Clinical Site Template Agreement

Overall, the changes in the tabled revised template agreement for this category address changes in practice, legislation or accreditation standards since 2007. Apart from a few wording clarifications, all of the changes were also made in the 2011 full affiliation template agreement and appear in the draft revised community affiliation template agreement.

Specific changes are required to align the template agreement with practice, legislation and accreditation standards, as well to make it relevant and current and aligned (as appropriate) with the

2011 revised full affiliation template agreement and the draft revised community affiliation template agreement described above. These changes include the revision or addition of language relating to:

- the exchange of information regarding disciplinary matters
- the clarification of the teaching commitment section, including elimination of the related blank form that was not being used
- the specification of responsibility for treatment of all students who are injured or exposed to a hazard
- communication regarding workplace violence
- elimination of grant administration language to reflect current practices
- reference to the application of the Freedom of Information and Protection of Privacy Act
- additional termination provisions providing that, in the event of specified fundamental changes in circumstances such that the agreement cannot continue, either party may terminate the agreement immediately

New TAHSN Associate Member Affiliation Template Agreement

The new TAHSN Associate Member template agreement is a hybrid of the draft 2013 revised community affiliation template agreement and the 2011 full affiliation template agreement, reflective of the transition of the four TAHSN Associate hospitals to a status more like the full affiliates, with increased engagement in education and research.

This template agreement contains all of the elements of the revised community affiliation template agreement, including the role and importance of medical academies, and additional provisions from the full affiliation template agreement (with modifications in some instances) to reflect the TAHSN Associate hospitals' evolved status. These additional provisions include:

- amended provisions regarding University research policies whereby the hospital is bound by harmonized research policies and there is a process for obtaining the agreement of the hospital to changes to those policies
- a section regarding appointment of dentistry faculty
- a detailed process for appointing or re-appointing the chief of a medical or dental clinical department
- a section regarding the University appointment of scientists
- a section regarding consultation on the appointment of senior staff of the hospital who have academic responsibilities and of senior staff of the health science divisions of the University
- provisions that the University and hospital will consult with each other on new programs and plans and exchange information relevant to their joint education mission
- a commitment by the hospital to participate in one or more academies and a provision that the hospital will be represented on the University search committee for the director of the academy in which the hospital is a member
- provisions that the University and the hospital will co-ordinate their research efforts by consulting on new research plans, exchanging research information and assisting with each other's review processes
- a commitment to set up a working group to reduce redundancies in ethical reviews of human subjects research
- a reference to various hospital-University committees, including TAHSN and its committees
- a provision that the hospital will appoint a Board member with academic expertise after consultation with the University

Once the two revised and one new template agreements are approved, they will be customized for each institution to reflect details relevant to each hospital.

FINANCIAL IMPLICATIONS

There are no resource implications for the University's operating budget as a result of entering into the revised community affiliation agreement, the revised non-hospital clinical site agreement, and the new TAHSN Associate Member affiliation agreement with the relevant healthcare sites.

RECOMMENDATIONS

Be It Recommended to the Planning and Budget Committee:

- (a) THAT the revised template agreement for community affiliation agreements, the revised template agreement for non-hospital clinical site agreements, and the new affiliation template agreement for Toronto Academic Health Science Network (TAHSN) Associate Members between the University of Toronto and the relevant sites be approved, effective immediately;
- (b) 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 agreement; and
- (c) THAT the agreements signed under the provisions of this resolution be filed with the Secretary of Governing Council.

Appendix 1: 2007 Community Affiliation Template Agreement

THIS AGREEMENT made in duplicate
as of the _1st___ day of _January____, 2007

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

AND
ANY COMMUNITY TEACHING HOSPITAL OR SITE
("THE HOSPITAL")
OF THE SECOND PART

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PREAMBLE

The Hospital and the University share a joint mission of health and biomedical-related education and research. This Agreement provides a framework for that, and the parties agree to work cooperatively to respond to their evolving relationship. This relationship between the Hospital and University includes a willingness to identify joint academic missions and initiatives through mutual acknowledgments that recognize each other's contributions.

I INTRODUCTION

I.1 OBJECTIVE OF THE UNIVERSITY

The objective of the University is to enhance its teaching and research. In all its teaching and research programs the University is committed to collaborating with hospitals, community teaching sites and other public sector institutions, where appropriate, to achieve the highest academic standards, to provide the best possible facilities and libraries, and to recognize excellence in teaching.

In seeking to achieve the above objective, the University is committed to four principles:

- i) respect for intellectual integrity, freedom of inquiry and rational discussion;
- ii) the fair and equitable treatment of all who work and study in the University, including clinical teachers at hospitals and other community sites;
- iii) a collegial form of governance; and
- iv) fiscal responsibility and accountability.

The above objective and principles govern the University's relationship with institutions with which it affiliates.

I.2 OBJECTIVES OF THE HOSPITAL

The objectives of the Hospital include providing, promoting and advancing patient care in accordance with any and all legislative requirements by continuing to foster excellence in healthcare delivery, teaching and research. **[NTD: TO BE COMPLETED BY EACH HOSPITALOR SITE]**

I.3 BASIS FOR AFFILIATION

The University and the Hospital have a mutual interest in the enhancement of education of health professionals, research and evidence-based practice.

In order for the University to offer programs of education and professional training in health and health-related fields, it must have access to the facilities of healthcare institutions and organizations, so that it may offer clinical and practical experience to its students enrolled in these programs.

Because of its mission and facilities, the Hospital has resources and services necessary for the support of teaching and research and is willing to make them available to the University for teaching and research purposes as appropriate.

Because of its mission and facilities, the University has resources and services necessary for the support of teaching and research and is willing to make them available to the Hospital as appropriate.

Both the University and the Hospital recognize the role and the responsibility of the Hospital in the provision of health care.

Both the University and the Hospital recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members, including Hospital appointed or employed staff who have University appointments.

Notwithstanding the mutual respect of the University and the Hospital for academic freedom, All faculty (as hereinafter defined) remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Therefore it is the purpose of this Agreement to provide a foundation upon which the University and the Hospital may collaborate and cooperate in their efforts to accomplish their objectives. Thus, the parties agree as follows:

I.4 DEFINITIONS AND INTERPRETATION

I.4.1 Definitions

In this Agreement,

- a. *All faculty* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in b) and d) to f) below.
- b. *All Health Professional faculty* means all faculty who are engaged in health professional or clinical practice; that is, all faculty in the categories defined in d) to f) below.
- c. *Chief* means the Chief, Head, Director or other clinical leader of a Hospital Medical-Dental clinical Department or program.
- d. *Clinical faculty (physician)* means an individual or individuals licensed to practice medicine in Ontario, holding a Medical-Dental staff appointment at the Hospital and appointed in accordance with the University Policy for Clinical Faculty as *Clinical faculty* in a University Faculty of Medicine Clinical Department. Clinical faculty may be full-time, part-time or adjunct, and the criteria for each of these are set out in the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3).
- e. *Dentistry faculty* means an individual or individuals licensed to practice dentistry in Ontario, holding a Medical-Dental staff appointment at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.
- f. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or Department at the University. Health Science faculty are not Clinical faculty (physician) or Dentistry faculty.
- g. *Joint Committee* means a Joint Committee as set out in section XII below.
- h. *Student* means a person formally registered in a Faculty or Department of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Hospital in training situations who are not registered as Students of the University are not Students within the meaning of this section.

- i. *Teaching Programs* means programs within various University Faculties or Departments (including, but not limited to: Medicine, Dentistry, Nursing, Nutritional Science, Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, Social Work, Health Administration, Physical Therapy, Physical Education and Health, Occupational Therapy and Speech Language Pathology) that place Students in the Hospital and, if applicable, its research institute.

I.4.2 Interpretation

- a. Subject to the terms of this Agreement, the University and the Hospital have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- b. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- c. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Hospital under their respective constituting statutes, letters patent, governing legislation, by-laws or policies.
- d. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- e. Nothing in this Agreement creates an employment relationship between any Student and either the Hospital or the University.
- f. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Hospital and the University.
- g. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.
- h. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

I.5 APPLICABILITY OF UNIVERSITY POLICIES TO THE HOSPITAL AND AMENDMENT OF UNIVERSITY POLICES

i) The Hospital agrees that it is bound by the following University policies, procedures, guidelines and protocols (as amended by agreement of the Hospital and the University from time to time) attached as Schedules to this Agreement, to the extent that such policies, procedures, guidelines and protocols bind or create obligations for the Hospital:

- Policy for Clinical Faculty (Schedule 2)
- Procedures Manual for Policy for Clinical Faculty (Schedule 3)
- Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (Schedule 4)

- Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (Schedule 5)

Any proposed changes to the University's Policy for Clinical Faculty (attached as Schedule 2) or its Procedures Manual (attached as Schedule 3) will be referred to the Clinical Relations Committee.

With respect to any proposed changes to the other three policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed changes. If agreement cannot be reached in that process, the matter will be referred to an ad hoc Joint Committee.

Any amendment to any of the policies listed above in this subsection will not bind the Hospital unless the Hospital agrees to the amendment.

ii) The Harmonization of Research Policies (Schedule 6) provides that the University and the Hospital will work together to ensure the highest standards of ethical conduct in research, and to ensure the greatest possible degree of compatibility of their research policies and procedures. Both parties will work together and synergistically to update and harmonize their research environments in the areas addressed in Schedule 6. The University research policies listed below in this subsection are binding on Students and faculty but are otherwise not binding on the Hospital, and the University and the Hospital will work towards harmonizing and/or introducing them. The University and the Hospital will start the harmonization process in the first year of this Agreement, and new harmonized research policies may be added to this Agreement through amendments as they are agreed to by the parties. Harmonization will be undertaken in a two-step process: first by the Hospital/University Research Coordinating Committee of the Toronto Academic Health Science Network and then by the Community Research Coordinating Committee on which the Hospital will be represented.

- Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital (Schedule 7)
- Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (Schedule 8)
- Protection for Intellectual Freedom and Publication Rights (Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (Schedule 11)
- Guidelines to Address Allegations of Research Misconduct (Schedule 12)

With respect to any proposed changes to the Harmonization of Research Policies (attached as Schedule 6), revisions will be made by mutual agreement of the parties and will be effective upon the written confirmation of the Hospital President and Chief Executive Officer and the President of the University or the Vice-Provost, Relations with Health Care Institutions.

With respect to any proposed changes to the other policies listed above in this subsection, the matter will be referred to the Hospital/University Research Coordinating Committee of the Toronto Academic Health Science Network and to the Community Research Coordinating Committee. The Hospital will not be obligated to harmonize its policies to any proposed changes unless it agrees to do so.

iii) With respect to the University policies, procedures, codes and similar documents that are listed below, the parties agree that the Hospital is not bound to these and is not obligated to monitor or enforce them: however Students and University appointees working in the Hospital are

bound, and the Hospital recognizes and respects that. The Hospital will endeavour to avoid conflicts between these policies and Hospital policies and procedures and to advise the University of potential conflicts. For the purposes of this subsection, a “conflict” refers to a situation where a Hospital policy has the potential to impede the implementation of a University policy.

- Provost’s Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (Schedule 13)
- Policy on Conflict of Interest Academic Staff (Schedule 14)
- Guidelines for the Assignment of Postgraduate Medical Trainees (Schedule 15)
- Code of Student Conduct (Schedule 16)
- Code of Behaviour on Academic Matters (Schedule 17)
- Policy on Ethical Conduct in Research (Schedule 18)
- Policy on Research Involving Human Subjects (Schedule 19)
- Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical conduct (Schedule 20)
- Publication Policy (Schedule 21)
- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (Schedule 22)

If the University changes any of these policies, it will advise the Hospital of the changes if the Vice-Provost, Relations with Health Care Institutions determines that the Hospital should be advised. With respect to any changes of which it is advised, the Hospital will endeavour to avoid conflicts between the changed policies and Hospital policies and procedures and to advise the University of potential conflicts.

Where the policies of the University referred to in this subsection and policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XII or to other committees as specified in this Agreement or as otherwise agreed by the parties.

iv) If the University proposes to implement any new policy, procedure or guideline which could have an impact on the parties’ obligations under the Agreement, the University will advise the Hospital. If a proposed new University policy, procedure or guideline includes Hospital obligations, the University will work collaboratively with the Hospital with the goal of obtaining the Hospital’s agreement to be bound by the proposed policy, procedure or guideline. In no event will any new policy, procedure or guideline that is not agreed to by the parties be binding on the parties.

v) The University and the Hospital will each use their best efforts to inform their appointees and staff of their respective policies and guidelines and of the importance of adhering to them.

II APPOINTMENT OF STAFF AND OVERSIGHT BY UNIVERSITY DEPARTMENT CHAIRS AND DEANS

II.1 INTRODUCTION

The parties recognize that it is primarily through their health professionals that they are able to achieve excellence in their endeavours, and that a primary instrument for effecting this affiliation is through the concurrent appointment of those clinical professionals who teach Students in the Hospital. In making such appointments, the parties acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other’s policies and processes. In addition, they will cooperate with

each other in their efforts and processes to maintain excellence, particularly in relation to staff assessment and promotion, program evaluation and Student evaluation of staff.

Not all Hospital health professionals will have University appointments. Only those who are in clinical departments and programs that may be listed in the clinical Student teaching placements and who teach University Students will have a University appointment.

II.2 POLICIES GOVERNING APPOINTMENTS

The applicable policies of each party will be followed by that party in the hiring, appointment, promotion, disciplining, suspension and termination of staff by such party. The terms and conditions of the appointment of staff are detailed in the appropriate documents of the two parties. The review, renewal or non-renewal and termination processes for both University and Hospital appointments shall be done in accordance with the respective policies of the University and the Hospital as appropriate.

The Hospital acknowledges that the University will appoint Clinical faculty (physicians) in accordance with the Policy for Clinical Faculty (attached as Schedule 2) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3). For all staff to whom the Policy for Clinical Faculty does not apply (i.e. non-physician staff), University appointments will be made in accordance with the Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 13).

II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF

II.3.1 Staff Complement

The Medical-Dental teaching staff of each of the clinical departments and/or programs of the Hospital where Students are taught (as listed in the clinical Student teaching placement) shall consist of a Chief and such other members as it is mutually agreed upon between the Hospital and the University as are necessary to render exemplary teaching and research.

II.3.2 University Appointment and Promotions

Those members of the Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

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

If any such staff member ceases to hold either a Hospital or University appointment, the party where this occurs shall promptly inform the other. This communication shall be the responsibility of the Hospital President and Chief Executive Officer (or delegate) and the Dean of the appropriate Faculty.

II.3.3 Hospital Appointment

Hospital appointments to the medical/dental staff of clinical departments and programs, now or hereafter established, of physicians or dentists who either will not hold University appointments or will also hold part-time or adjunct University appointments will be made in accordance with the Hospital's by-laws, policies and/or procedures. The Chief of the Hospital Department may consult the Chair of the corresponding University department regarding the appointment. For greater

certainly, the parties agree that the Hospital does not require the University's approval with respect to such appointments.

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

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

II.3.4 Terms and Conditions of Appointments

The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. The University and the Hospital will negotiate, within the budgetary framework of the University, financial support from the University for administrative oversight of clinical teaching within specific programs, and will set out these terms in a separate letter of understanding as necessary.

II.3.5 Clinical Faculty (Physicians) in the Faculty of Medicine

i) Policy for Clinical Faculty and Procedures Manual for Policy for Clinical Faculty

The parties recognize that Clinical faculty (physicians) are essential to the University's academic mission. They also recognize that the situation of clinical faculty (physicians) is very different from that of University-salaried tenured faculty. Appointments of Clinical faculty are governed by the University's Policy for Clinical Faculty (attached as schedule 2) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3).

ii) Appointment of Clinical Faculty (Physicians)

The Faculty of Medicine will appoint Clinical faculty (physicians) in accordance with the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 3). Clinical faculty (physician) members may be appointed as part-time or adjunct Clinical faculty members, and on occasion as full-time. The criteria for each type of appointment are set out in Procedure 2.0, section VI in Schedule 3 attached.

iii) Academic Group Practices

Some Clinical faculty (physicians) will develop academic group practices through which funds from professional practice at the Hospital will be collected by the physician group and used for academic enrichment of the Hospital Department concerned ("Practice Plans"). The arrangements under which any such group practices function should be consonant with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

If any Practice Plan now or in the future meets the definition of a "conforming practice plan" as defined in the Procedures Manual, its members shall be considered participants in a conforming practice plan for the purposes of the Policy for Clinical Faculty and its Procedures Manual.

iv) Dispute resolution for Academic Disputes

Academic disputes involving Clinical faculty (physician) members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 in the attached Schedule 3). The Hospital accepts the jurisdiction of the (Clinical Faculty) Academic Clinical Tribunal (set out in Schedule 3) as regards disputes involving academic freedom concerns in the clinical setting. The Tribunal's decision will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of academic freedom, and a delineation of the implications of the breach for the complainant. The decision shall be final and binding on the complainant and the Hospital and the University. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Hospital, or to substitute any new provision thereof.

II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY

i) Health Science faculty of the University includes Hospital staff and employees appointed to one or more University Faculties and Departments other than Clinical Departments in Medicine and Dentistry. These include, but are not limited to: Nursing, Nutritional Science, Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, Social Work, Health Administration, Physical Therapy, Physical Education and Health, Occupational Therapy and Speech Language Pathology.

ii) Health Science faculty may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty without first obtaining the consent of the Hospital's President and Chief Executive Officer or her/his delegate.

iii) Those Health Science faculty holding appointments at the Hospital who teach University Students and are responsible for a University course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Faculty of the University at such ranks and of such categories as the University may determine.

iv) The University recognizes the importance of developing further policies and guidelines governing the appointment and promotion of Health Science faculty, and agrees to engage in a consultative process with the community teaching hospitals and community teaching sites to develop these. No such policy or guideline will be binding on the Hospital unless the Hospital agrees to it.

II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL CHIEFS

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

II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS

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

II.7 CONFLICT OF INTEREST AND COMMITMENT OF UNIVERSITY APPOINTEES

The University expects All faculty to perform their duties in accordance with the Policy on Conflict of Interest Academic Staff (attached as Schedule 14), which sets out the University's expectations for its academic members of staff concerning their commitment to the University's mission, goals and objectives in relation to their outside and related activities.

II.8 REVIEW OF ACADEMIC APPOINTEES

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

III TEACHING

III.1 INTRODUCTION

The Hospital acknowledges that the University is primarily responsible for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Hospital recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by All Health Professional faculty who are engaged in the academic teaching mission, in the planning, administration, funding, presentation and review of its Teaching Programs, as well as the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

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

The University and the Hospital agree to follow the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 4).

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

III.2 HOSPITAL TEACHING COMMITMENT

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

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

University health professional education programs will prepare annually a curriculum outline and the proposed clinical Student teaching placements at the Hospital.

The University will deliver the proposed clinical Student teaching placements to the Hospital at least 10 months in advance of the start of each academic year ordinarily commencing July 1. The Hospital will consider whether they can accommodate the proposed clinical Student teaching placements, and the Hospital and the University will negotiate in good faith to reach agreement on the proposed clinical Student teaching placements at least 8 months in advance of the start of each academic year commencing July 1. Any subsequent changes to the clinical Student teaching placements will be agreed upon by the program leader of the cognate University Faculty, Department or program and the Vice-President Education (or equivalent) at the Hospital at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate Dean, or, if relevant, Department Chair, and the Hospital's President and Chief Executive Officer will endeavour to negotiate an agreement.

The University curriculum, the number of Students needing placements and the Hospital's ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual clinical Student teaching placements.

The parties will cooperate to implement the annual clinical Student teaching placements (attached as Schedule 1).

The Hospital undertakes that any teaching of students from other educational institutions will not compromise its ongoing teaching commitment to the University as set out in Schedule 1. The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees, any assignment of Students to other hospitals or teaching sites (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital as set out in Schedule 1.

Attached as Schedule 1 is a template clinical Student teaching placements form. The parties will develop a detailed clinical Student teaching placements form in the first year of the Agreement to replace the template on agreement of the parties. The parties will amend the form by agreement on an annual basis.

III.3 STUDENTS

III.3.1 Placement of Students

For periods of time agreed to by the University and Hospital, Students will be permitted to take instruction and gain clinical and/or practical experience in the Hospital, provided that appropriate services are offered at the Hospital, subject to the Hospital's ability to offer such instruction and/or experience and the commitments in Schedule 1. The Hospital will provide services and facilities upon the terms and conditions hereinafter set out.

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

Using the process set out in Part III, section 2 above, the number of undergraduate, postgraduate and graduate Students from each University professional program taking instruction in the Hospital shall be negotiated and agreed annually by the representatives of the heads of the

appropriate University Faculties or Departments with the representatives of the heads of the appropriate Hospital teaching services.

The Faculty of Medicine will assign postgraduate Students to teaching hospitals and sites and other clinical institutions in accordance with the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 15).

Students enrolled in Departments and Faculties including, but not limited to, the Departments of Occupational Therapy, Physical Therapy, Speech/Language Pathology and Radiation Oncology, and the Faculties of Nursing, Pharmacy, Dentistry and Social Work are assigned to the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

III.3.2 Transfer of Students

The Hospital will transfer Students of the University assigned to it for clinical training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the appropriate Department Chair and Dean or their delegates. However, provided it informs the University, the Hospital may, at its discretion, assign Students to clinical training activities in community clinics for part of the Student's rotation at the Hospital.

III.3.3 Termination of Student Placement for Unacceptable Behaviour

The University recognizes the right of the Hospital, after consultation with the appropriate University Dean or Department Chair, to terminate the placement in the Hospital of an individual Student, if the Student's behaviour or activities are considered by the Hospital to be unacceptable. 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 Code of Student Conduct (attached as Schedule 16) and by the Hospital in accordance with any applicable Hospital policies.

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

III.3.4 Code of Behaviour on Academic Matters

In order to protect the integrity of the teaching and learning relationship, the University's Code of Behaviour on Academic Matters (attached as Schedule 17) will apply to its staff and Students in the Hospital.

III.4 HOSPITAL CLINICAL PROGRAM PLANNING AND REVIEW

III.4.1 Program Planning

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of All faculty in the presentation of clinical and practical experiences and programs of instruction to Students. Thus,

where there is core curriculum teaching in a department or program at the Hospital, the Deans of the University's Faculties and Schools, or their delegates, will invite the Hospital to participate in the planning of the programs and experiences to be offered to Students in related Departments at the University. Hospital participation could range from representation on University divisional/departmental education/curriculum committees to informal meetings between course coordinators and Hospital preceptors.

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

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

III.4.2 Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the University. In addition, Students are asked regularly to evaluate the performance of teaching staff following a particular course, part of a course or practical experience. Department Chairs and Deans also review annually the performance of academic staff in all areas of staff responsibilities including teaching.

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

The University will use its best efforts to provide the Hospital with copies of the usual performance evaluations by Students of the Hospital's teaching staff. The University acknowledges the importance of these evaluations to the mission of the Hospital and recognizes that they also bear upon the success of the Hospital in achieving its own objectives.

III.4.3 Responsibility to Inform of Circumstances Affecting Teaching Programs

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

III.4.4 Availability of Patients for Teaching

The Hospital will allow Students, for teaching purposes, access to such of its patients and their personal health information, both in-patients and ambulatory patients, as are necessary to meet its teaching commitments set out in the clinical Student teaching placements (attached as Schedule 1, as amended from time to time by agreement), subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, including any exercise of their right to refuse Student access.

The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of Students placed in the Hospital. In exceptional circumstances if the Hospital ascertains that it will not be able to meet Students' needs in any program or area as

previously agreed upon, it will promptly advise the appropriate Department Chair or Dean and assist in finding alternate arrangements for the Students.

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

III.4.5 Facilities

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

The sharing of infrastructure expenses between the University and the Hospital will be negotiated in good faith from time to time among the University Department Chairs, the Deans and the Hospital's Vice-President Education (or equivalent).

III.4.6 Continuing Education

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

IV NON-DISCRIMINATION AND HUMAN RIGHTS

The University and the Hospital are committed to human rights and shall comply with the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 5) for determining which sexual harassment policy applies and whether the University or the Hospital is responsible for dealing with a complaint.

V RESEARCH

V.1 INTRODUCTION

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

V.2 GRANT ADMINISTRATION

Concerning research projects of All Health Professional faculty, the following procedures will apply.

- i) All grant applications to be administered by the University will be signed by a) the Chair of the University Department in which the principal investigator holds her/his primary appointment, and b) the Dean, and counter-signed on behalf of either or both the Hospital and the University, as follows below in ii) and iii). The Dean may delegate signing authority to the Vice-Dean Research. For grant applications to be administered by the Hospital, the Department Chair's signature is not required. However, a copy of the cover sheet and a summary of each submitted grant should be provided to the Chair of the Department in which the principal investigator holds her/his primary appointment.
- ii) When the research grant is to be administered by the University, senior signing authority will be vested in the President of the University (or his/her delegate). A copy of the cover sheet and a summary of each submitted grant application should be provided to the Hospital if the Health Professional faculty reports to the Hospital Vice-President Research (or equivalent).
- iii) When the research grant is to be administered by the Hospital, senior signing authority will be vested in the President and Chief Executive Officer of the Hospital (or his/her delegate).
- iv) When significant Hospital resources, such as salaries, space and services, are used in research projects, the grant will ordinarily be administered by the Hospital. Where the Hospital administers the grant, the Hospital will receive the indirect cost funds.
- v) The party that accepts senior responsibility for a research grant will also accept full responsibility for grant administration and record-keeping, and for liaison with the granting agency. If a research grant is administered by one party and the research is conducted at the premises of the other, there may be an administrative cost to the party conducting the research. The Policy on University Administration of Grants and Contracts when the Research is being Conducted at an Affiliated Hospital is attached as Schedule 7.

V.3 INVENTIONS AND INTELLECTUAL PROPERTY

Both the University and the Hospital have their own policies regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Hospital regarding inventions and intellectual property is set out in a separate agreement, which is attached as an Appendix . Faculty of Medicine graduate Students and their supervisors are also governed by Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8).

V.4 THE CONDUCT OF RESEARCH

V.4.1 Ethical Conduct

The parties expect the highest standards of ethical conduct in every aspect of research. To this end, All faculty and Students will be expected to adhere to all relevant policies on ethical conduct of research, following the University Policy on Ethical Conduct in Research (attached as Schedule 18) when conducting research at the University and following the applicable Hospital policy(ies) when conducting research at the Hospital.

Faculty with appointments in the Faculty of Medicine of the University will also adhere to all relevant Faculty guidelines, including the Principles and Responsibilities Regarding Conduct of

Research (attached as Schedule 11), Protection of Intellectual Freedom and Publication Rights (attached as Schedule 9), and the Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10). Where there is an allegation of research misconduct against a faculty member in the Faculty of Medicine, the Faculty's Guidelines to Address Allegations of Research Misconduct (attached as Schedule 12) set out the criteria to determine which representative of the Faculty and/or Hospital will deal with the allegations. The Hospital will develop and maintain policies regarding research misconduct within its jurisdiction which are harmonized with the University's and Health Faculties' policies and which have parallel processes for dealing with allegations of research misconduct.

The Hospital will operate its own Research Ethics Board or Boards (or be part of an REB consortium) which will be separate and independent from the University Research Ethics Board. These will be operated in a manner consistent with the principle of harmonization of research ethics and research policies set out in this Agreement. In addition, with respect to human subjects, the Hospital agrees its own Research Ethics Board or Boards will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. In the event that the Hospital does not have its own REB, it agrees to accept the review of a Board accepted by the University. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

V.4.2 Conflict of Interest

All faculty conducting research at the Hospital will be governed by the conflict of interest policy of the Hospital.

VI HEALTHCARE DELIVERY

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

VII LIBRARY AND INFORMATION SERVICES

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

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

VIII UNIVERSITY AND HOSPITAL USE OF EACH OTHER'S NAMES AND INSIGNIAS

The University encourages the use by the Hospital of the University and Faculty names and insignia as appropriate on letterhead and on all other materials in the ordinary course of business (e.g., websites, correspondence, course materials) in matters that are directly relevant to the affiliation with the University. The University will similarly refer to its affiliation with the Hospital as appropriate on materials in the ordinary course of business in matters that are directly relevant to the affiliation. Each party has a responsibility for safeguarding the names and insignia of the other, and, if there is any doubt as to appropriate use, for seeking clarification from the other party.

Authorization to each party to use the name and official form of the logo(s) of the other party is limited to the purpose of officially recognizing the affiliation between the parties. Use of the name or logo(s) of a party for any purpose other than officially recognizing the affiliation between the parties requires prior written authorization from that party.

IX NOTIFICATION AND CONSULTATION

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

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

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

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

If to University of Toronto:

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

If to Hospital:

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

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

X COORDINATION AND LIAISON

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

The Hospital will have representation on the Hospital University Education Committee.

The University and the Hospital will establish a Community Research Coordinating Committee that will have representation from each community affiliate. This Committee will be chaired by the Vice-Provost, Relations with Health Care Institutions and meet at least twice a year.

The Vice-Provost, Relations with Health Care Institutions will, in consultation with the Hospital, endeavour to identify additional committees, working groups and task forces that might need to be developed to advance the joint mission. These additional committees, working groups and task forces shall, in general, include representation from the University and the community teaching hospitals and community teaching sites.

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

X.2 LIAISON

X.2.1 Hospital

Each health profession discipline will have an assigned leader in the Hospital, such as the Chief, with whom the leader of the University programs will work directly. Generally, teaching placement and evaluation are the responsibility of the assigned leader.

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

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

X.2.2 University

The University will establish and maintain an Office of Community-Academic Relations and appoint a Director, Distributed Medical Education to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

XI CONFORMITY WITH OTHER COMMUNITY TEACHING HOSPITAL OR SITE AGREEMENTS

The University will use its best efforts to ensure that its agreements with other community teaching hospitals and community teaching sites contain substantially the same provisions as are contained in this Agreement. As new community affiliations are developed with other hospitals and community teaching sites, they may be governed initially by a developmental affiliation agreement for 2 years, with the goal of establishing longer-term agreements.

XII MAINTENANCE OF AFFILIATION

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

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

XIII LIABILITY, INDEMNIFICATION AND INSURANCE

XIII.1 LIABILITY

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

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

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

XIII.2 INDEMNIFICATION

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

Subject to the provisions of section 1 above, the University shall at all times indemnify and save harmless the Hospital, its Board members (or trustees), officers, employees and agents from and against all claims,

demands, damages, costs, expenses, actions and causes of action, whether in law or equity, suits or other legal proceedings howsoever caused (collectively referred to hereafter as "losses") made or brought, prosecuted or threatened to be prosecuted against the Hospital by whomsoever arising out of the University's performance or non-performance of this Agreement.

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

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

XIII.3 INSURANCE

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

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

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

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

XIII.4 STUDENT WORKPLACE INSURANCE

Neither the Hospital nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant WSIB documentation regarding coverage for eligible Students.

XIV TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from January 1, 2007 to December 31, 2011.

The University and the Hospital will commence discussions regarding renewing this Agreement eighteen (18) months before its expiry date.

If, at the end of the term, a new agreement has not been executed and neither party has given 12 months prior written notice of their intention not to renew this Agreement, then this Agreement will survive until such time as either a new agreement is executed or this Agreement is terminated by either party giving the other 12 months prior written notice.

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

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties by their proper officers. Notwithstanding the foregoing, each of the Hospital and the University may amend its own internal policies referred to in this Agreement (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

XV GENERAL TERMS

XV.1 ASSIGNMENT AND ENUREMENT

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

XV.2 INDEPENDENT CONTRACTORS

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

XV.3 GOVERNING LAW

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

XV.4 FORCE MAJEURE

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

XV.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein, including, without limitation, the agreement(s) dated_____, as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document, and the attached and referenced Appendix and Schedules and any other specifically referenced documents. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

XV.6 COUNTERPARTS

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

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

Seal

FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

APPENDIX

INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the 1st day of January, 2007 (the “**IP Agreement**”).

BETWEEN
The Hospital
(the “Hospital”)

and

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

WHEREAS the Hospital and the University have an affiliation agreement and many Hospital staff and University faculty members are concurrently appointed;

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

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

AND WHEREAS it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies;

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

1. Definitions

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

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

Party from the assignment or commercialization of or licensing of rights to an Invention, minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.

- (c) "Owner" means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) "Share" – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Hospital makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other party and/or received funds from the other party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate Students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Hospital in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the Vice-Presidents Research of the Parties or by

their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

4.1 (a) Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.

(b) Inventions may arise involving two or more inventors where each Party is determined to be a joint Owner. In these circumstances, the Parties shall negotiate in good faith an agreement to cooperate to protect and commercialize the jointly-owned Invention and, unless otherwise agreed by the Parties, the Party whose inventors have made the predominant inventive contribution shall be responsible for protecting and commercializing such Invention.

4.2 If the Owner decides not to proceed with the application for legal protection and/or the commercialization of the Invention, the Owner shall advise the other Party of its decision within three (3) months of the date of the Invention's disclosure and, at that time, shall offer to assign all its rights to the Invention to the other Party and shall specify the applicable terms and conditions, if any, of such offer.

5. Proceeds from an Invention

5.1 All Net Revenues from an Invention will be divided between the Parties in proportion to each Party's Share. Each Party's Share will be distributed in accordance with the Party's intellectual property policies.

5.2 If equity in a company is received by the Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Hospital and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

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

7. Notices

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

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

Hospital:

8. Amendment

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

9. Term and Termination

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

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

FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

SCHEDULES NOTED IN COMMUNITY AFFILIATION AGREEMENT

Schedule	Title
1	Clinical Student Teaching Placements Form Note: URL not available
2	Policy for Clinical Faculty http://www.utoronto.ca/govcncl/pap/policies/clinical.pdf
3	Procedures Manual for Policy for Clinical Faculty http://www.library.utoronto.ca/medicine/ProceduresManualCF.pdf
4	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching http://www.facmed.utoronto.ca/Assets/staff/ethics.pdf?method=1
5	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions http://www.facmed.utoronto.ca/about/policy/harass.htm
6	Harmonization of Research Policies Note: URL not available
7	Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital Note: URL not available
8	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research http://www.facmed.utoronto.ca/Assets/students/industry.pdf?method=1
9	Protection for Intellectual Freedom and Publication Rights http://www.facmed.utoronto.ca/Assets/staff/pifp.pdf?method=1
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects http://www.facmed.utoronto.ca/students/calendar/regulations/finderfees.htm
11	Principles and Responsibilities Regarding Conduct of Research http://www.facmed.utoronto.ca/Assets/staff/rp1011.pdf?method=1
12	Guidelines to Address Allegations of Research Misconduct http://www.facmed.utoronto.ca/Assets/about/allegations.pdf?method=1
13	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments http://www.provost.utoronto.ca/procedures/visitingprof.htm
14	Policy on Conflict of Interest Academic Staff http://www.utoronto.ca/govcncl/pap/policies/conacad.html
15	Guidelines for the Assignment of Postgraduate Medical Trainees http://www.pgme.utoronto.ca/policies/supervision/assignment.htm
16	Code of Student Conduct http://www.utoronto.ca/govcncl/pap/policies/studentc.html

17	Code of Behaviour on Academic Matters http://www.utoronto.ca/govcncl/pap/policies/behaveac.html
18	Policy on Ethical Conduct in Research http://www.utoronto.ca/govcncl/pap/policies/ethicalr.html
19	Policy on Research Involving Human Subjects http://www.utoronto.ca/govcncl/pap/policies/humanres.html
20	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct http://www.sgs.utoronto.ca/current/policies/research/humanguide.pdf
21	Publication Policy http://www.utoronto.ca/govcncl/pap/policies/pubs.html
22	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources http://www.cme.utoronto.ca/directors/policy.asp

February 27, 2007

Appendix 2: Proposed 2013 Community Affiliation Template Agreement

THIS AGREEMENT made in duplicate
as of the 1st day of June, 2013

BETWEEN

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

AND

ANY COMMUNITY HOSPITAL
("THE HOSPITAL")
OF THE SECOND PART

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PREAMBLE

The Hospital and the University share a joint mission of health and biomedical-related education and research for the purpose of improving health. This Agreement provides a framework for that, and the parties agree to work cooperatively to respond to their evolving relationship. This relationship between the Hospital and University includes a willingness to identify their integrated joint academic missions and

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

I INTRODUCTION

I.1 OBJECTIVE OF THE UNIVERSITY

The objective of the University is to enhance its teaching and research. In all its teaching and research programs the University is committed to collaborating with hospitals, community teaching sites and other public sector institutions, where appropriate, to achieving the highest academic standards; to providing the best possible facilities and libraries; and to recognizing excellence and innovation in teaching.

In seeking to achieve the above objective, the University is committed to four principles:

- i) respect for intellectual integrity, freedom of inquiry and rational discussion;
- ii) the fair and equitable treatment of all who work and study in the University, including clinical teachers at hospitals and other community sites;
- iii) a collegial form of governance; and
- iv) fiscal responsibility and accountability.

The above objective and principles govern the University's relationship with institutions with which it affiliates.

I.2 OBJECTIVES OF THE HOSPITAL

The objectives of the Hospital include providing, promoting and advancing patient care in accordance with any and all legislative requirements by continuing to foster excellence in healthcare delivery, teaching and research. **[NTD: TO BE COMPLETED BY EACH HOSPITAL]**

I.3 BASIS FOR AFFILIATION

The University and the Hospital have a mutual interest in the enhancement of education of Students (as hereinafter defined), research and evidence-based practice.

In order for the University to offer programs of education and professional training in health and health-related fields, it must have access to the facilities of healthcare institutions and organizations, so that it may offer clinical and practical experience to Students.

Because of its mission and facilities, the Hospital has resources and services necessary for the support of teaching and research and is willing to make them available to the University for teaching and research purposes as appropriate.

Because of its mission and facilities, the University has resources and services necessary for the support of teaching and research and shares resources and services strategically with affiliates as appropriate.

Both the University and the Hospital recognize the role and the responsibility of the Hospital in the provision of health care.

Both the University and the Hospital recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members, including Hospital appointed or employed staff who have University appointments.

Notwithstanding the mutual respect of the University and the Hospital for academic freedom, All faculty (as hereinafter defined) remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Therefore it is the purpose of this Agreement to provide a foundation upon which the University and the Hospital may collaborate and cooperate in their efforts to accomplish their objectives. Thus, the parties agree as follows:

I.4 DEFINITIONS AND INTERPRETATION

I.4.1 Definitions

In this Agreement,

- a. *Academy* means the collaborative organization through which the clinical curriculum of the Doctor of Medicine (MD) program is delivered. Normally this involves a combination of collaborations among the TAHSN full/associate member hospitals and the community affiliated hospitals and the University, led by an Academy Director.
- b. *Academy Director* means the individual who is responsible for all academic and administrative matters pertaining to the Academy and its educational programs. The Academy Director is appointed by the Faculty of Medicine and is also appointed to the staff of the Academy Hospital or where multiple hospitals form an Academy, at least one of the Academy's hospitals. The Academy Director reports to either the Vice President, Education of the Academy Hospital or such other person as is determined by the Academy Hospital for management of Hospital resources linked to the Academy and to the Dean for the educational program.
- c. *All faculty* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in d) and f) to h) below.
- d. *All Health Professional faculty* means all faculty who are engaged in health professional or clinical practice; that is, all faculty in the categories defined in f) to h) below.
- e. *Chief* means the Chief, Head, Director or other clinical leader of a Hospital Medical-Dental clinical Department or program.
- f. *Clinical faculty (physician)* means an individual or individuals licensed to practice medicine in Ontario, holding a Medical-Dental staff appointment at the Hospital and appointed in accordance with the University Policy for Clinical Faculty as *Clinical faculty* in a University Faculty of Medicine Clinical Department. Clinical faculty may be full-time, part-time or adjunct, and the criteria for each of these are set out in the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2).
- g. *Dentistry faculty* means an individual or individuals licensed to practice dentistry in Ontario, holding a Medical-Dental staff appointment at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.

- h. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or Department at the University. Health Science faculty are not Clinical faculty (physician) or Dentistry faculty.
- i. *Joint Committee* means a Joint Committee as set out in section XII below.
- j. *Student* means a person formally registered in a Faculty or Department of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Hospital in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- k. *Teaching Programs* means programs within various University Faculties or Departments (including, but not limited to: Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, Institute of Health Policy, Management and Evaluation, Dalla Lana School of Public Health, Physical Therapy, Kinesiology and Physical Education, Occupational Science and Occupational Therapy, Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering) that place Students in the Hospital and, if applicable, its research institute.

I.4.2 Interpretation

- a. Subject to the terms of this Agreement, the University and the Hospital have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- b. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- c. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Hospital under their respective constituting statutes, letters patent, governing legislation, by-laws or policies.
- d. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- e. Nothing in this Agreement creates an employment relationship between any Student and either the Hospital or the University.
- f. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Hospital and the University.
- g. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.
- h. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

I.5 APPLICABILITY OF UNIVERSITY POLICIES TO THE HOSPITAL AND AMENDMENT OF UNIVERSITY POLICIES

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

Any proposed changes to the University's Policy for Clinical Faculty (attached as Schedule 1) or its Procedures Manual (attached as Schedule 2) will be referred to the Clinical Relations Committee.

With respect to any proposed changes to the other policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed changes. If agreement cannot be reached in that process, the matter will be referred to an ad hoc Joint Committee.

Any amendment to any of the policies listed above in this subsection will not bind the Hospital unless the Hospital agrees to the amendment.

- ii) The Harmonization of Research Policies (attached as Schedule 7) provides that the University and the Hospital will work together to ensure the highest standards of ethical conduct in research, and to ensure the greatest possible degree of compatibility of their research policies and procedures. Both parties will work together and synergistically to update and harmonize their research environments in the areas addressed in Schedule 7. The University research policies listed below in this subsection are binding on Students and faculty but are otherwise not binding on the Hospital, and the University and the Hospital will work towards harmonizing and/or introducing them.

- Harmonization of Research Policies (attached as Schedule 7)
- Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8)
- Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11)
- Framework to Address Allegations of Research Misconduct (attached as Schedule 12)
- Research Misconduct Framework Addendum (attached as Schedule 13)

With respect to any proposed changes to the Harmonization of Research Policies (attached as Schedule 7), revisions will be made by mutual agreement of the parties and will be effective upon the written confirmation of the Hospital President and Chief Executive Officer and the President of the University or the Vice-Provost, Relations with Health Care Institutions.

With respect to any proposed changes to the other policies listed above in this subsection, the matter will be referred to the Research Committee of the Toronto Academic Health Science Network. The Hospital will not be obligated to harmonize its policies to any proposed changes unless it agrees to do so.

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

- Provost’s Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14)
- Policy on Appointment of Academic Administrators (attached as Schedule 15)
- Policy on Conflict of Interest – Academic Staff (attached as Schedule 16)
- Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17)
- Code of Student Conduct (attached as Schedule 18)
- Code of Behaviour on Academic Matters (attached as Schedule 19)
- Governing Council Report of the Provostial Committee on Centres and Institutes (attached as Schedule 20).
- Policy and Procedures on Academic Appointments (attached as Schedule 21)
- Policy on Ethical Conduct in Research (attached as Schedule 22)
- Policy on Research Involving Human Subjects (attached as Schedule 23)
- Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct (attached as Schedule 24)
- Publication Policy (attached as Schedule 25)
- Policy on Naming (attached as Schedule 26)
- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (attached as Schedule 27)
- Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 28)
- Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 29)
- Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (attached as Schedule 30)

If the University makes substantive changes to any of these policies, it will advise the Hospital of the changes. With respect to any changes of which it is advised, the Hospital will endeavour to avoid conflicts between the changed policies and Hospital policies and procedures and to advise the University of potential conflicts.

Where the policies of the University referred to in this subsection and policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XII or to other committees as specified in this Agreement or as otherwise agreed by the parties.

- iv) If the University proposes to implement any new policy, procedure or guideline which could have an impact on the parties' obligations under the Agreement, the University will advise the Hospital. If a proposed new University policy, procedure or guideline includes Hospital obligations, the University will work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed policy, procedure or guideline. In no event will any new policy, procedure or guideline that is not agreed to by the parties be binding on the parties.
- v) The University and the Hospital will each use their best efforts to inform their appointees and staff of their respective policies and guidelines and of the importance of adhering to them.

II APPOINTMENT OF FACULTY AND STAFF AND OVERSIGHT BY UNIVERSITY DEPARTMENT CHAIRS AND DEANS

II.1 INTRODUCTION

The parties recognize that it is primarily through their staff that they are able to achieve excellence in their endeavours, and that a primary instrument for effecting this affiliation is through the concurrent appointment of those clinical professionals who teach Students in the Hospital. In making such appointments, the parties acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other's policies and processes. In addition, they will cooperate with each other in their efforts and processes to maintain excellence, particularly in relation to faculty assessment and promotion, program evaluation and Student evaluation of faculty.

Not all Hospital health professionals will have University appointments. Only those who are in clinical departments and programs that are listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below) and who teach University Students will be eligible for a University appointment.

II.2 POLICIES GOVERNING APPOINTMENTS

The applicable policies of each party will be followed by that party in the hiring, appointment, promotion, disciplining, suspension and termination of faculty by such party. The terms and conditions of the appointment of faculty are detailed in the appropriate documents of the two parties. All faculty will be fully informed in those documents about obligations to their respective institutions including, but not limited to, annual activity reporting, academic promotion and research productivity as applicable. The review, renewal or non-renewal and termination processes for both University and Hospital appointments shall be done in accordance with the respective policies of the University and the Hospital as appropriate.

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

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

The parties will work co-operatively with respect to academic performance evaluations of faculty who, because of their job descriptions, require concurrent appointment and/or hiring between the University and Hospital, and neither party will approach or contact such individuals about academic performance evaluation independently of the other.

The Hospital acknowledges that the University will appoint Clinical faculty (physicians) in accordance with the Policy for Clinical Faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2). For those faculty to whom the Policy for Clinical Faculty does not apply (i.e. non-physician faculty), University appointments will be made in accordance with the Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14).

II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF

II.3.1 Staff Complement

The Medical-Dental teaching staff of each of the clinical departments and/or programs of the Hospital where Students are taught (as listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below)) shall consist of a Chief and such other members as it is mutually agreed upon between the Hospital and the University as are necessary to render exemplary teaching and research.

II.3.2 University Appointment and Promotions

Those members of the Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

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

If any such staff member ceases to hold either a Hospital or University appointment, the party where this occurs shall promptly inform the other. This communication shall be the responsibility of the Hospital President and Chief Executive Officer (or delegate) and the Dean of the appropriate Faculty.

II.3.3 Hospital Appointment

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

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

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

II.3.4 Terms and Conditions of Appointments

The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. The University and the Hospital will negotiate, within the budgetary framework of the University, financial support from the University for administrative oversight of teaching of Students within specific programs, and will set out these terms in a separate letter of understanding as necessary.

II.3.5 Clinical Faculty (Physicians) in the Faculty of Medicine

i) Policy for Clinical Faculty and Procedures Manual for Policy for Clinical Faculty

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

ii) Appointment of Clinical Faculty (Physicians)

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

iii) Academic Group Practices

Some Clinical faculty (physicians) will develop academic group practices through which funds from professional practice at the Hospital will be collected by the physician group and used for academic enrichment of the Hospital Department concerned ("Practice Plans"). The arrangements under which any such group practices function should be consonant with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

If any Practice Plan now or in the future meets the definition of a "conforming practice plan" as defined in the Procedures Manual, its members shall be considered participants in a conforming practice plan for the purposes of the Policy for Clinical Faculty and its Procedures Manual.

iv) Dispute resolution for Academic Disputes

Academic disputes involving Clinical faculty (physician) members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 in the attached Schedule 2). The Hospital accepts the jurisdiction of the (Clinical Faculty) Academic Clinical Tribunal (set out in Schedule 2) as regards disputes involving academic freedom concerns in the clinical setting for eligible clinical faculty. The Tribunal's decision will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of academic freedom, and a delineation of the implications of the breach for

the complainant. The decision shall be final and binding on the complainant and the Hospital and the University. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Hospital, or to substitute any new provision thereof.

II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY

- i) Health Science faculty of the University includes Hospital staff and employees appointed to one or more University Faculties and Departments other than Clinical Departments in Medicine and Dentistry. These include, but are not limited to: the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, , Institute of Health Policy, Management and Evaluation, Dalla Lana School of Public Health, Physical Therapy, Kinesiology and Physical Education , Occupational Science and Occupational Therapy, Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering.
- ii) The University will use reasonable efforts to promote the appointment of Health Science Hospital staff (i.e., non-physicians or dentists) as Health Science faculty and will work with the Hospital to clearly communicate the criteria for such appointments.
- iii) Health Science faculty may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty without first obtaining the consent of the Hospital's President and Chief Executive Officer or her/his delegate. If a Health Science faculty member ceases to hold an appointment at the University, the Dean of the appropriate Faculty at the University will inform the Hospital of this change.
- iv) Those Health Science faculty holding appointments at the Hospital who teach Students and are responsible for a University course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Faculty of the University at such ranks and of such categories as the University may determine. In particular, Health Science faculty supervising University graduate students (doctoral, doctoral-stream masters) with respect to their graduate work must also hold an appointment in the School of Graduate Studies.
- v) The University recognizes the importance of developing further policies and guidelines governing the appointment and promotion of Health Science faculty, and agrees to engage in a consultative process with the community hospitals to develop these. No such policy or guideline will be binding on the Hospital unless the Hospital agrees to it.

II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL CHIEFS

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

II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS

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

In the search for an appointment of a Department Chair the University will follow its Policy on Appointment of Academic Administrators (attached as Schedule 15). When the University wishes to appoint a staff member of the Hospital as a Department Chair, the Dean of the appropriate Faculty will consult with the Hospital's President and Chief Executive Officer prior to offering the position to the staff member concerned.

II.7 CONFLICT OF INTEREST AND COMMITMENT OF UNIVERSITY APPOINTEES

The University expects All faculty to perform their duties in accordance with the Policy on Conflict of Interest – Academic Staff (attached as Schedule 16), which sets out the University's expectations for its academic members of staff concerning their commitment to the University's mission, goals and objectives in relation to their outside and related activities. The Hospital expects All faculty to perform their Hospital staff duties in accordance with the relevant Hospital policies.

II.8 REVIEW OF ACADEMIC APPOINTEES

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

III TEACHING

III.1 INTRODUCTION

The Hospital acknowledges that the University has primary responsibility for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Hospital recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by All faculty who are engaged in the academic teaching mission, in the planning, administration, funding, presentation and review of its Teaching Programs, as well as the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

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

The University and the Hospital agree to follow the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3).

The University (including faculty, staff and Students) and the Hospital share responsibility for creating a learning environment at the Hospital that promotes the development of explicit and appropriate professional attributes (attitudes, behaviours, and identity) in Students. The learning environment includes

formal learning activities as well as attitudes, values, and informal “lessons” conveyed by individuals with whom the Student comes in contact.

III.2 HOSPITAL STUDENT PLACEMENT COMMITMENT

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

The University and the Hospital agree to work together in a reciprocal planning process to determine the appropriate number of Student placements by program and in the context of curriculum requirements. The parties also agree that post-graduate Students assigned to the Hospital may not be transferred or reassigned by the University to another affiliated hospital to provide clinical services, without prior Hospital consultation and approval by the Hospital’s Vice-President Education (or equivalent).

University health professional education programs will prepare annually a curriculum outline and the proposed list of Student placements at the Hospital.

The University will deliver the proposed list of Student placements to the Hospital at least 10 months in advance of the start of every academic year for each program. The Hospital will consider whether it can accommodate the proposed Student placements, and the Hospital and the University will negotiate in good faith to reach agreement on the proposed list of Student placements at least 8 months in advance of the start of each academic year. Any subsequent changes to the list of Student placements will be agreed upon by the program leader of the cognate University Faculty, Department or program and the Vice-President Education (or equivalent) at the Hospital at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate Dean, or, if relevant, Department Chair, and the Hospital’s President and Chief Executive Officer will endeavour to negotiate an agreement.

The University curriculum, the number of Students needing placements and the Hospital’s ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual list of Student placements.

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

The Hospital undertakes that any teaching of students from other educational institutions will not compromise its ongoing teaching commitment to the University. The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees, any assignment of Students to other hospitals or teaching sites (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital.

III.3 MEDICAL ACADEMIES

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

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

III.4 STUDENTS

III.4.1 Placement of Students

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

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

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

The Faculty of Medicine will assign postgraduate Students to teaching hospitals and sites and other clinical institutions in accordance with the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17).

Students enrolled in Teaching Programs within Departments and Faculties including, but not limited to, the Departments of Occupational Science and Occupational Therapy, Physical Therapy, Speech/Language Pathology and Radiation Oncology, Dalla Lana School of Public Health, the Lawrence S. Bloomberg Faculty of Nursing, the Leslie Dan Faculty of Pharmacy, the Faculty of Dentistry and the Factor-Inwentash Faculty of Social Work are assigned to the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

III.4.2 Transfer of Students

The Hospital will transfer Students of the University assigned to it for training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the appropriate Department Chair and Dean or their delegates. However, provided it informs the University, the Hospital may, at its discretion, assign Students to training activities in other training sites for part of the Student's rotation at the Hospital. The assignment of medical Students to other affiliated hospitals within an Academy will follow the relevant guidelines for the Medical Academy.

III.4.3 Termination of Student Placement for Unacceptable Behaviour

The University recognizes the right of the Hospital, after consultation with the appropriate University Dean or Department Chair, to terminate the placement in the Hospital of an individual

Student, if the Student's behaviour or activities are considered by the Hospital to be unacceptable according to relevant Hospital policies. If the behaviour, conduct or activities of a Student is considered to be unacceptable to the University, that Student will be treated by the University in accordance with the University's Code of Student Conduct (attached as Schedule 18) and by the Hospital in accordance with any applicable Hospital policies.

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

III.4.4 Code of Behaviour on Academic Matters and Standards of Professional Practice and Behaviour

In order to protect the integrity of the teaching and learning relationship, the University's Code of Behaviour on Academic Matters (attached as Schedule 19) will apply to its faculty and Students in the Hospital.

The Faculty of Medicine's Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 28) and Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 29) will apply to faculty and Students in the Hospital as applicable.

III.4.5 Specification of the Responsibility for Treatment, Follow-Up, and Associated Financial Responsibility in the Event of Student (including Undergraduate Medical Student) Injury or Exposure to an Infectious or Environmental Hazard

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

treatment. The Occupational Health unit of the Hospital commits to making readily available the details of the after-hours protocol.

- e) Follow-up
- i) Follow-up care may include but is not limited to counselling and medical treatment.
 - ii) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
 - iii) The University will provide access to a reasonable level of follow-up administrative support to Students who incur an injury or exposure to an infectious or environmental hazard in the course of their placement with the Hospital. The relevant Teaching Program will specify the individual or individual(s) who hold primary responsibility for providing this administrative support.
 - iv) The nature of and responsibility for follow-up care will be determined jointly by appropriate representatives of the University and the Hospital, on a case-by-case basis, in a timely manner. As an outcome of this discussion, the Student will be presented with one or more of the following options regarding where they may access follow-up care:
 - At the location where the injury/exposure occurred
 - With the University's student health services
 - With a physician of his/her own choosing (e.g. his/her family doctor)
 - At his/her Academy base site (for undergraduate medical Students)
 - Through another care provider arranged by the University
- f) Financial responsibility
- i) The Ministry of Training, Colleges and Universities ensures that all Students who are placed in the Hospital on unpaid placements under their program of study are eligible for either Workplace Safety and Insurance Board (WSIB) coverage of claims or private insurance for coverage of claims.
 - ii) To safeguard Students' access to financial compensation under WSIB coverage, the University and the Hospital are each responsible for the timely reporting of all incidents involving Students who incur an injury or exposure to infectious or environmental hazards while on the premises of the Hospital.
 - a. The Hospital commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
 - b. Upon notification by the Hospital, the University commits to the reporting of the incident to the WSIB within the maximum timeframe specified by the WSIB.

III.5 HOSPITAL CLINICAL PROGRAM PLANNING AND REVIEW

III.5.1 Program Planning

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of All faculty in the presentation of clinical and practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Hospital, the Deans of the University's Faculties and Schools, or their delegates, will invite the Hospital to participate in the planning of the programs and experiences to be offered to Students in related Departments at the University. Hospital participation could range from representation on University

divisional/departmental education/curriculum committees to informal meetings between course coordinators and Hospital preceptors.

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

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

III.5.2 Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the University. In addition, Students are asked regularly to evaluate the performance of teaching staff following a particular course, part of a course or practical experience. Department Chairs and Deans also review annually the performance of academic staff in all areas of staff responsibilities including teaching.

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

The University will use its best efforts to provide the Hospital with copies of the usual performance evaluations by Students of the Hospital's teaching staff. The University acknowledges the importance of these evaluations to the mission of the Hospital and recognizes that they also bear upon the success of the Hospital in achieving its own objectives.

III.5.3 Responsibility to Inform of Circumstances Affecting Teaching Programs

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of Internes & 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 of the Hospital.

III.5.4 Availability of Patients for Teaching

The Hospital will allow Students, for teaching purposes, access to such of its patients and their personal health information, both in-patients and ambulatory patients, as are necessary to meet its teaching commitments set out in the list of Student placements agreed to by the University and the Hospital, subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, including any exercise of their right to refuse Student access.

The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of Students placed in the Hospital. In exceptional circumstances if the Hospital ascertains that it will not be able to meet Students' needs in any program or area as previously

agreed upon, it will promptly advise the appropriate Department Chair or Dean and assist in finding alternate arrangements for the Students.

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

III.5.5 Facilities

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

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

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

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

The sharing of infrastructure expenses between the University and the Hospital will be negotiated in good faith from time to time among the University Department Chairs, the Deans and the Hospital's Vice-President Education (or equivalent).

III.5.6 Continuing Education and Professional Development

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

IV NON-DISCRIMINATION AND HUMAN RIGHTS

The University and the Hospital are committed to human rights and shall comply with the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the

Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which sexual harassment policy applies and whether the University or the Hospital is responsible for dealing with a complaint.

V WORKPLACE VIOLENCE

When the Hospital becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or faculty member, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions as soon as reasonably practicable, regardless of whether or not the Student or faculty member is an employee of the Hospital.

When the University becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or faculty member, the University will, if in its view it is appropriate to do so, inform the Hospital as soon as reasonably practicable.

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

VI RESEARCH

VI.1 INTRODUCTION

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

VI.2 CENTRES, INSTITUTES AND EXTRA-DEPARTMENTAL UNITS

The Hospital and the University recognize that it is appropriate from time to time to take advantage of the synergy created by bringing together experts in a new or interdisciplinary field into a new administrative organization. In establishing such administrative units, the University will follow the provisions of the Governing Council Report of the Provostial Committee on Centres and Institutes (attached as Schedule 20). If, in creating such units, the Hospital wishes a unit to be designated as a University academic unit, then the procedures and requirements of Schedule 20 will be followed.

VI.3 RESEARCH CHAIRS AND PROFESSORSHIPS

In the establishment and maintenance of research chairs and professorships, the University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) will be followed.

In making appointments of persons to endowed or designated chairs or professorships, the University's Policy and Procedures on Academic Appointments (attached as Schedule 22) or the Policy for Clinical Faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

VI.4 INVENTIONS AND INTELLECTUAL PROPERTY

Both the University and the Hospital have their own policies regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Hospital regarding inventions and intellectual property is set out in a separate agreement, which is attached as an Appendix. Faculty of Medicine graduate Students and their supervisors are also governed by Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8).

VI.5 THE CONDUCT OF RESEARCH

VI.5.1 Ethical Conduct

The parties expect the highest standards of ethical conduct in every aspect of research. To this end, All faculty and Students will be expected to adhere to all relevant policies on ethical conduct of research, following the University Policy on Ethical Conduct in Research (attached as Schedule 22) when conducting research on campus and following the parallel Hospital policy when conducting research at the Hospital.

Faculty with appointments in the University Faculty of Medicine will also adhere to all relevant Faculty guidelines, including the Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11), Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9), and the Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10).

Where there is an allegation of research misconduct against any faculty member, the University's Framework to Address Allegations of Research Misconduct (attached as Schedule 12) and Addendum (attached as Schedule 13) set out the criteria to determine which representative of the Faculty and/or Hospital will deal with the allegations. The Hospital will develop and maintain policies regarding research misconduct within its jurisdiction which are consistent and congruent with the University and Health Faculties' policies and which have parallel processes for dealing with allegations of research misconduct.

VI.5.2 Human Subjects Research

Conducting human subjects research is advantageous to advance knowledge and ultimately to improve healthcare and health outcomes. The Hospital and University recognize the importance of facilitating human subjects research as part of the joint academic mission. The Hospital and University are also committed to ensuring that human subjects research is conducted in a manner that meets or exceeds ethical standards.

The Hospital will operate its own Research Ethics Board (REB) or Boards (or be part of an REB consortium) that will be separate and independent from the University REB and that will be operated in a manner consistent with the principle of harmonization of research ethics and research policies set out in this Agreement. The Hospital agrees its own REB or REBs (or the REB consortium) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. In the event that the Hospital does not have its own REB, it agrees to accept the review of a Board accepted by the University. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

VI.5.3 Conflict of Interest

All faculty conducting research at the Hospital will be governed by the conflict of interest policy of the Hospital.

VII HEALTHCARE DELIVERY

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

VIII LIBRARY AND INFORMATION SERVICES

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

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

IX FUNDRAISING FOR ENDOWED CHAIRS AND PROFESSORSHIPS

Fundraising from private sources is an important source of funding for endowed chairs and professorships, which benefit both the Hospital and the University. The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for endowed chairs and professorships will be appropriate or where they will be able to assist each other in their separate endeavours. To this end, the parties will endeavour to inform each other of their fundraising plans and priorities for endowed chairs and professorships.

The University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) will be followed in connection with endowed chairs and professorships. This does not preclude the Hospital from starting the process of establishing a Hospital / University endowed chair. As early as possible, the appropriate Hospital research or clinical leader should consult with the relevant Department Chair and/or the relevant Dean to ensure that the proposed endowed position is consistent with approved academic plans, objectives and mission. The Hospital's naming policy and the University's Policy on Naming (attached as Schedule 26) will both be applied in the naming of the benefaction.

X USE OF NAMES AND INSIGNIAS AND ACKNOWLEDGMENT OF INSTITUTIONAL AFFILIATION

The University encourages the use by the Hospital of the University and Faculty names and insignia as appropriate on letterhead and on all other materials in the ordinary course of business (e.g., websites, correspondence, course materials) in matters that are directly relevant to the affiliation with the University. The University will similarly refer to its affiliation with the Hospital as appropriate on materials in the ordinary course of business in matters that are directly relevant to the affiliation. Each party has a responsibility for safeguarding the names and insignia of the other, and, if there is any doubt as to appropriate use, for seeking clarification from the other party.

Authorization to each party to use the name and official form of the logo(s) of the other party is limited to the purpose of officially recognizing the affiliation between the parties. Use of the name or logo(s) of a party for any purpose other than officially recognizing the affiliation between the parties requires prior written authorization from that party.

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

XI NOTIFICATION AND CONSULTATION

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

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

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

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

If to University of Toronto:

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

If to Hospital:

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

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

XII COORDINATION AND LIAISON

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

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

The Vice-Provost, Relations with Health Care Institutions will, in consultation with the Hospital, endeavour to identify additional committees, working groups and task forces that might need to be developed to advance the joint mission. These additional committees, working groups and task forces shall, in general, include representation from the University and the community hospitals.

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

XII.2 LIAISON

XII.2.1 Hospital

Each health profession discipline will have an assigned leader in the Hospital, such as the Chief, with whom the leader of the University programs will work directly. Generally, teaching placement and evaluation are the responsibility of the assigned leader.

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

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

XII.2.2 University

The University will establish and maintain an Office of Community-Academic Relations and appoint a Director, Distributed Medical Education to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

XIII CONFORMITY WITH OTHER COMMUNITY HOSPITAL AGREEMENTS

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

XIV MAINTENANCE OF AFFILIATION

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

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

XV LIABILITY, INDEMNIFICATION AND INSURANCE

XV.1 LIABILITY

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

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

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

XV.2 INDEMNIFICATION

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

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

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

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

XV.3 INSURANCE

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

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

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

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

XV.4 STUDENT WORKPLACE INSURANCE

Neither the Hospital nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant WSIB documentation regarding coverage for eligible Students.

XVI TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from January 1, 2013 to December 31, 2017.

The University and the Hospital will commence discussions regarding renewing this Agreement eighteen (18) months before its expiry date.

If, at the end of the term, a new agreement has not been executed and neither party has given 12 months prior written notice of their intention not to renew this Agreement, then this Agreement will survive until

such time as either a new agreement is executed or this Agreement is terminated by either party giving the other 12 months prior written notice.

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

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

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

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties by their proper officers. Notwithstanding the foregoing, each of the Hospital and the University may amend its own internal policies referred to in this Agreement (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

XVII GENERAL TERMS

XVII.1 ASSIGNMENT AND ENUREMENT

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

XVII.2 INDEPENDENT CONTRACTORS

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

XVII.3 GOVERNING LAW

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

XVII.4 FORCE MAJEURE

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, an infectious outbreak or other situation in which the continued provision of facilities or assignment of Students pursuant to obligations under this Agreement would substantially interfere with the Hospital's primary duty of care to its patients or its research obligations or with the University's teaching or research obligations, each party reserves the right to suspend performing

its obligations under this Agreement immediately without penalty and until such time as the party reasonably determines that it is able to resume performance of its obligations herein.

XVII.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein, including, without limitation, the agreement(s) dated_____, as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document, and the attached and referenced Appendix and Schedules and any other specifically referenced documents. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

XVII.6 COUNTERPARTS

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

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

Seal

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

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

APPENDIX

INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the 1st day of January, 2013 (the “**IP Agreement**”).

BETWEEN
The Hospital
(the “Hospital”)

and

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

WHEREAS the Hospital and the University have an affiliation agreement and many Hospital staff and University faculty members are concurrently appointed;

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

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

AND WHEREAS it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies;

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

1. Definitions

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

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

Party from the assignment or commercialization of or licensing of rights to an Invention, minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.

- (c) "Owner" means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) "Share" – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Hospital makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other party and/or received funds from the other party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, Students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate Students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Hospital in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the Vice-Presidents Research of the Parties or by

their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

4.1 Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.

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 Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Hospital and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

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

7. Notices

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

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

Hospital:

8. Amendment

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

9. Term and Termination

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

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

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

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

SCHEDULES NOTED IN COMMUNITY AFFILIATION AGREEMENT (Updated December 21, 2012)

Schedule	Title
1	Policy for Clinical Faculty Web: http://www.governingcouncil.utoronto.ca/policies/clinical.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppiul012005.pdf
2	Procedures Manual for Policy for Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/staff/Procedures+Manual+for+Policy+for+Clinical+Faculty.pdf
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Guideline+for+Ethics+in+Clinical+Training.pdf
4	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (Web only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Sexual+Harrassment+Protocol.pdf
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives Web: http://www.governingcouncil.utoronto.ca/policies/Endowed.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/P0624.pdf
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Guidelines+for+Clinical+Sites+re.+Student+Clinical+Placements+in+an+Emergency+Situation.pdf
7	Harmonization of Research Policies Note: URL not available
8	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/graduate/ind.pdf
9	Protection for Intellectual Freedom and Publication Rights (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/research/Protection+of+Intellectual+Freedom+and+Publication+Rights.pdf?method=1
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (Web only) http://www.facmed.utoronto.ca/Page11397.aspx
11	Principles and Responsibilities Regarding Conduct of Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/staff/rp1011.pdf?method=1
12	Framework to Address Allegations of Research Misconduct (PDF only) http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf
13	Addendum to Framework to address Allegations of Research Misconduct Note: URL not available
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (Web only) http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors
15	Policy On Appointment of Academic Administrators Web: http://www.governingcouncil.utoronto.ca/policies/acadmin.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003i.pdf
16	Policy on Conflict of Interest – Academic Staff Web: http://www.governingcouncil.utoronto.ca/policies/conacad.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf

Schedule	Title
17	Guidelines for the Assignment of Postgraduate Medical Trainees (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Guidelines+for+the+Assignment+of+Postgraduate+Medical+Trainees.pdf
18	Code of Student Conduct Web: http://www.governingcouncil.utoronto.ca/policies/studentc.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf
19	Code of Behaviour on Academic Matters Web: http://www.governingcouncil.utoronto.ca/policies/behaveac.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun011995.pdf
20	Governing Council Report of the Provostial Committee on Centres and Institutes (PDF only) http://www.governingcouncil.utoronto.ca/AssetFactory.aspx?did=3124
21	Policy and Procedures on Academic Appointments Web: http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003.pdf
22	Policy on Ethical Conduct in Research Web: http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf
23	Policy on Research Involving Human Subjects Web: http://www.governingcouncil.utoronto.ca/policies/humanres.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun292000.pdf
24	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct Web: http://www.sgs.utoronto.ca/governance/policies/researchinvolvinghumansubjects.htm PDF: http://www.sgs.utoronto.ca/Assets/SGS+Digital+Assets/governance/policies/researchinvolvinghumansubjects.pdf
25	Publication Policy Web: http://www.governingcouncil.utoronto.ca/policies/pubs.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmay302007ii.pdf
26	Policy on Naming Web: http://www.governingcouncil.utoronto.ca/policies/naming.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct2419996.pdf
27	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/CEPD+Policy+on+Support+of+University+of+Toronto+Sponsored+Continuing+Education+Activities+from+Commercial+Sources.pdf
28	Standards of Professional Practice Behaviour for Medical Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/staff/standards.pdf?method=1
29	Standards of Professional Practice Behaviour for All Health Professional Students Web: http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf
30	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Appropriate+Use+of+The+Internet.pdf

Appendix 3: Tracked-Changes Comparison of 2007 vs. 2013 Community Affiliation Template Agreements

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THIS AGREEMENT made in duplicate
as of the 1st day of ~~June~~~~January~~, 2013~~2007~~

BETWEEN

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

AND
ANY COMMUNITY ~~TEACHING HOSPITAL OR SITE~~
("THE HOSPITAL")
OF THE SECOND PART

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PREAMBLE

The Hospital and the University share a joint mission of health and biomedical-related education and research for the purpose of improving health. This Agreement provides a framework for that, and the parties agree to work cooperatively to respond to their evolving relationship. This relationship between the Hospital and University includes a willingness to identify their integrated joint academic missions and initiatives through mutual acknowledgments that recognize each other's contributions. An important role of the University is to facilitate networking among its many affiliates for mutual benefit and strategic advantage in promoting academic achievement and international reputation.

I INTRODUCTION

I.1 OBJECTIVE OF THE UNIVERSITY

The objective of the University is to enhance its teaching and research. In all its teaching and research programs the University is committed to collaborating with hospitals, community teaching sites and other public sector institutions, where appropriate, to achievingachieve the highest academic standards; to providingprovide the best possible facilities and libraries; and to recognizingrecognize excellence and innovation in teaching.

In seeking to achieve the above objective, the University is committed to four principles:

- i) respect for intellectual integrity, freedom of inquiry and rational discussion;
- ii) the fair and equitable treatment of all who work and study in the University, including clinical teachers at hospitals and other community sites;
- iii) a collegial form of governance; and
- iv) fiscal responsibility and accountability.

The above objective and principles govern the University's relationship with institutions with which it affiliates.

I.2 OBJECTIVES OF THE HOSPITAL

The objectives of the Hospital include providing, promoting and advancing patient care in accordance with any and all legislative requirements by continuing to foster excellence in healthcare delivery, teaching and research. **[NTD: TO BE COMPLETED BY EACH HOSPITAL-OR-SITE]**

I.3 BASIS FOR AFFILIATION

The University and the Hospital have a mutual interest in the enhancement of education of Students (as hereinafter defined), health professionals, research and evidence-based practice.

In order for the University to offer programs of education and professional training in health and health-related fields, it must have access to the facilities of healthcare institutions and organizations, so that it may offer clinical and practical experience to Studentsits students enrolled in these programs.

Because of its mission and facilities, the Hospital has resources and services necessary for the support of teaching and research and is willing to make them available to the University for teaching and research purposes as appropriate.

Because of its mission and facilities, the University has resources and services necessary for the support of teaching and research and shares resources and services strategically with affiliates ~~is willing to make them available to the Hospital~~ as appropriate.

Both the University and the Hospital recognize the role and the responsibility of the Hospital in the provision of health care.

Both the University and the Hospital recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members, including Hospital appointed or employed staff who have University appointments.

Notwithstanding the mutual respect of the University and the Hospital for academic freedom, All faculty (as hereinafter defined) remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Therefore it is the purpose of this Agreement to provide a foundation upon which the University and the Hospital may collaborate and cooperate in their efforts to accomplish their objectives. Thus, the parties agree as follows:

I.4 DEFINITIONS AND INTERPRETATION

I.4.1 Definitions

In this Agreement,

a. Academy means the collaborative organization through which the clinical curriculum of the Doctor of Medicine (MD) program is delivered. Normally this involves a combination of collaborations among the TAHSN full/associate member hospitals and the community affiliated hospitals and the University, led by an Academy Director.

b. Academy Director means the individual who is responsible for all academic and administrative matters pertaining to the Academy and its educational programs. The Academy Director is appointed by the Faculty of Medicine and is also appointed to the staff of the Academy Hospital or where multiple hospitals form an Academy, at least one of the Academy's hospitals. The Academy Director reports to either the Vice President, Education of the Academy Hospital or such other person as is determined by the Academy Hospital for management of Hospital resources linked to the Academy and to the Dean for the educational program.

c. All faculty means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in d) and f) to h) below.

d. All Health Professional faculty means all faculty who are engaged in health professional or clinical practice; that is, all faculty in the categories defined in f) to h) below.

e. Chief means the Chief, Head, Director or other clinical leader of a Hospital Medical-Dental clinical Department or program.

f. Clinical faculty (physician) means an individual or individuals licensed to practice medicine in Ontario, holding a Medical-Dental staff appointment at the Hospital and appointed in accordance with the University Policy for Clinical Faculty as Clinical faculty in a University Faculty of Medicine Clinical Department. Clinical faculty may be full-time, part-time or

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adjunct, and the criteria for each of these are set out in the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2).

- g. *Dentistry faculty* means an individual or individuals licensed to practice dentistry in Ontario, holding a Medical-Dental staff appointment at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.
- h. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or Department at the University. Health Science faculty are not Clinical faculty (physician) or Dentistry faculty.
- i. *Joint Committee* means a Joint Committee as set out in section XII below.
- j. *Student* means a person formally registered in a Faculty or Department of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Hospital in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- k. *Teaching Programs* means programs within various University Faculties or Departments (including, but not limited to: Medicine, Dentistry, [the Lawrence S. Bloomberg Faculty of Nursing](#), Nutritional Science, [the Leslie Dan Faculty of Pharmacy](#), Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, [the Factor-Inwentash Faculty of Social Work](#), [Institute of Health Policy, Management and Evaluation](#), [Dalla Lana School of Public Health](#), [Administration](#), Physical Therapy, [Kinesiology and Physical Education](#), [Occupational Science](#) and [Health](#), Occupational Therapy, and Speech Language Pathology, [Physician Assistant](#), [Faculty of Applied Science and Engineering](#)) that place Students in the Hospital and, if applicable, its research institute.

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1.4.2 Interpretation

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

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

I.5 APPLICABILITY OF UNIVERSITY POLICIES TO THE HOSPITAL AND AMENDMENT OF UNIVERSITY POLICIES

- i) The Hospital agrees that it is bound by the following University policies, procedures, guidelines and protocols (as amended by agreement of the Hospital and the University from time to time) attached as Schedules to this Agreement, to the extent that such policies, procedures, guidelines and protocols bind or create obligations for the Hospital:

- Policy for Clinical Faculty (attached as Schedule 1)
- Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2)
- Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3)
- Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4),
- [Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives \(attached as Schedule 5\)](#)
- [Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation \(Health Science Faculties\) \(attached as Schedule 6\)](#)

Any proposed changes to the University's Policy for Clinical Faculty (attached as Schedule 1) or its Procedures Manual (attached as Schedule 2) will be referred to the Clinical Relations Committee.

With respect to any proposed changes to the other policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed changes. If agreement cannot be reached in that process, the matter will be referred to an ad hoc Joint Committee.

Any amendment to any of the policies listed above in this subsection will not bind the Hospital unless the Hospital agrees to the amendment.

- ii) The Harmonization of Research Policies (attached as Schedule 7) provides that the University and the Hospital will work together to ensure the highest standards of ethical conduct in research, and to ensure the greatest possible degree of compatibility of their research policies and procedures. Both parties will work together and synergistically to update and harmonize their research environments in the areas addressed in Schedule 7. The University research policies listed below in this subsection are binding on Students and faculty but are otherwise not binding on the Hospital, and the University and the Hospital will work towards harmonizing and/or introducing them. ~~The University and the Hospital will start the harmonization process in the first year of this Agreement, and new harmonized research policies may be added to this Agreement through amendments as they are agreed to by the parties. Harmonization will be undertaken in a two-step process: first by the Hospital/University Research Coordinating Committee of the Toronto Academic Health Science Network and then by the Community Research Coordinating Committee on which the Hospital will be represented.~~

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- ~~Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital (attached as Schedule 7)~~
- [Harmonization of Research Policies \(attached as Schedule 7\)](#)
- Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8)
- Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11)
- Framework to Address Allegations of Research Misconduct (attached as Schedule 12)
- [Research Misconduct Framework Addendum \(attached as Schedule 13\)](#)

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With respect to any proposed changes to the Harmonization of Research Policies (attached as Schedule 7), revisions will be made by mutual agreement of the parties and will be effective upon the written confirmation of the Hospital President and Chief Executive Officer and the President of the University or the Vice-Provost, Relations with Health Care Institutions.

With respect to any proposed changes to the other policies listed above in this subsection, the matter will be referred to the ~~Hospital/University~~ Research ~~Coordinating~~ Committee of the Toronto Academic Health Science Network, ~~and to the Community Research Coordinating Committee~~. The Hospital will not be obligated to harmonize its policies to any proposed changes unless it agrees to do so.

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

- Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14)
- [Policy on Appointment of Academic Administrators \(attached as Schedule 15\)](#)
- Policy on Conflict of Interest – Academic Staff (attached as Schedule 16)
- Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17)
- Code of Student Conduct (attached as Schedule 18)
- Code of Behaviour on Academic Matters (attached as Schedule 19)
- [Governing Council Report of the Provostial Committee on Centres and Institutes \(attached as Schedule 20\)](#)
- [Policy and Procedures on Academic Appointments \(attached as Schedule 21\)](#)
- Policy on Ethical Conduct in Research (attached as Schedule 22)
- Policy on Research Involving Human Subjects (attached as Schedule 23)
- Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct (attached as Schedule 24)
- Publication Policy (attached as Schedule 25)
- [Policy on Naming \(attached as Schedule 26\)](#)
- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (attached as Schedule 27)
- [Standards of Professional Behaviour for Medical Clinical Faculty \(attached as Schedule 28\)](#)

- [Standards of Professional Practice Behaviour for All Health Professional Students \(attached as Schedule 29\)](#)
- [Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media \(attached as Schedule 30\)](#)

If the University [makes substantive](#) changes [to](#) any of these policies, it will advise the Hospital of the changes ~~if the Vice-Provost, Relations with Health Care Institutions determines that the Hospital should be advised~~. With respect to any changes of which it is advised, the Hospital will endeavour to avoid conflicts between the changed policies and Hospital policies and procedures and to advise the University of potential conflicts.

Where the policies of the University referred to in this subsection and policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XII or to other committees as specified in this Agreement or as otherwise agreed by the parties.

iv) If the University proposes to implement any new policy, procedure or guideline which could have an impact on the parties' obligations under the Agreement, the University will advise the Hospital. If a proposed new University policy, procedure or guideline includes Hospital obligations, the University will work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed policy, procedure or guideline. In no event will any new policy, procedure or guideline that is not agreed to by the parties be binding on the parties.

The University and the Hospital will each use their best efforts to inform their appointees and staff of their respective policies and guidelines and of the importance of adhering to them.

II APPOINTMENT OF [FACULTY AND STAFF](#) AND OVERSIGHT BY UNIVERSITY DEPARTMENT CHAIRS AND DEANS

II.1 INTRODUCTION

The parties recognize that it is primarily through their [staff/health professionals](#) that they are able to achieve excellence in their endeavours, and that a primary instrument for effecting this affiliation is through the concurrent appointment of those clinical professionals who teach Students in the Hospital. In making such appointments, the parties acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other's policies and processes. In addition, they will cooperate with each other in their efforts and processes to maintain excellence, particularly in relation to [faculty/staff](#) assessment and promotion, program evaluation and Student evaluation of [faculty/staff](#).

Not all Hospital health professionals will have University appointments. Only those who are in clinical departments and programs that ~~are may be~~ listed in [a list of the clinical Student teaching placements agreed to by the University and the Hospital \(see III.2 below\)](#) and who teach University Students will [be eligible for](#)~~have~~ a University appointment.

II.2 POLICIES GOVERNING APPOINTMENTS

The applicable policies of each party will be followed by that party in the hiring, appointment, promotion, disciplining, suspension and termination of [faculty/staff](#) by such party. The terms and conditions of the appointment of [faculty/staff](#) are detailed in the appropriate documents of the two parties. [All faculty will be fully informed in those documents about obligations to their respective institutions including, but not limited to, annual activity reporting, academic promotion and research productivity as applicable.](#) The

review, renewal or non-renewal and termination processes for both University and Hospital appointments shall be done in accordance with the respective policies of the University and the Hospital as appropriate.

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

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

The parties will work co-operatively with respect to academic performance evaluations of faculty who, because of their job descriptions, require concurrent appointment and/or hiring between the University and Hospital, and neither party will approach or contact such individuals about academic performance evaluation independently of the other.

The Hospital acknowledges that the University will appoint Clinical faculty (physicians) in accordance with the Policy for Clinical Faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2). For those faculty~~all staff~~ to whom the Policy for Clinical Faculty does not apply (i.e. non-physician faculty~~staff~~), University appointments will be made in accordance with the Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14).

II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF

II.3.1 Staff Complement

The Medical-Dental teaching staff of each of the clinical departments and/or programs of the Hospital where Students are taught (as listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below)~~the clinical Student teaching placement~~) shall consist of a Chief and such other members as it is mutually agreed upon between the Hospital and the University as are necessary to render exemplary teaching and research.

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II.3.2 University Appointment and Promotions

Those members of the Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

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

If any such staff member ceases to hold either a Hospital or University appointment, the party where this occurs shall promptly inform the other. This communication shall be the responsibility of the Hospital President and Chief Executive Officer (or delegate) and the Dean of the appropriate Faculty.

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II.3.3 Hospital Appointment

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

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

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

II.3.4 Terms and Conditions of Appointments

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The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. The University and the Hospital will negotiate, within the budgetary framework of the University, financial support from the University for administrative oversight of ~~clinical teaching of Students~~ within specific programs, and will set out these terms in a separate letter of understanding as necessary.

II.3.5 Clinical Faculty (Physicians) in the Faculty of Medicine

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i. Policy for Clinical Faculty and Procedures Manual for Policy for Clinical Faculty

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

ii. Appointment of Clinical Faculty (Physicians)

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

iii. Academic Group Practices

Some Clinical faculty (physicians) will develop academic group practices through which funds from professional practice at the Hospital will be collected by the physician group and used for academic enrichment of the Hospital Department concerned ("Practice Plans"). The arrangements under which any such group practices function should be consonant

with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

If any Practice Plan now or in the future meets the definition of a “conforming practice plan” as defined in the Procedures Manual, its members shall be considered participants in a conforming practice plan for the purposes of the Policy for Clinical Faculty and its Procedures Manual.

iv. Dispute resolution for Academic Disputes

Academic disputes involving Clinical faculty (physician) members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 in the attached Schedule 2). The Hospital accepts the jurisdiction of the (Clinical Faculty) Academic Clinical Tribunal (set out in Schedule 2) as regards disputes involving academic freedom concerns in the clinical setting for eligible clinical faculty. The Tribunal’s decision will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of academic freedom, and a delineation of the implications of the breach for the complainant. The decision shall be final and binding on the complainant and the Hospital and the University. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Hospital, or to substitute any new provision thereof.

II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY

i) Health Science faculty of the University includes Hospital staff and employees appointed to one or more University Faculties and Departments other than Clinical Departments in Medicine and Dentistry. These include, but are not limited to: the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, Institute of Health Policy, Management and Evaluation, Dalla Lana School of Public Health, Administration, Physical Therapy, Kinesiology and Physical Education, Occupational Science and Health, Occupational Therapy, and Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering.

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

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iii) Health Science faculty may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty without first obtaining the consent of the Hospital’s President and Chief Executive Officer or her/his delegate. If a Health Science faculty member ceases to hold an appointment at the University, the Dean of the appropriate Faculty at the University will inform the Hospital of this change.

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iv) Those Health Science faculty holding appointments at the Hospital who teach Students/teach University Students and are responsible for a University course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Faculty of the University at such ranks and of such categories as the University may determine. In particular, Health Science faculty supervising University graduate students (doctoral, doctoral-stream masters) with respect to their graduate work must also hold an appointment in the School of Graduate Studies.

- v) The University recognizes the importance of developing further policies and guidelines governing the appointment and promotion of Health Science faculty, and agrees to engage in a consultative process with the community ~~teaching hospitals and community teaching sites~~ to develop these. No such policy or guideline will be binding on the Hospital unless the Hospital agrees to it.

II.5 APPOINTMENT AND RE-APPOINTMENT OF HOSPITAL CHIEFS

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

II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS

Collectively the community ~~teaching hospitals and community teaching sites~~ will have representation as appropriate in searches for Clinical Department Chairs, where there is teaching in the cognate community hospitals' ~~or teaching sites~~ Departments or programs.

[In the search for an appointment of a Department Chair the University will follow its Policy on Appointment of Academic Administrators \(attached as Schedule 15\). When the University wishes to appoint a staff member of the Hospital as a Department Chair, the Dean of the appropriate Faculty will consult with the Hospital's President and Chief Executive Officer prior to offering the position to the staff member concerned.](#)

II.7 CONFLICT OF INTEREST AND COMMITMENT OF UNIVERSITY APPOINTEES

The University expects All faculty to perform their duties in accordance with the Policy on Conflict of Interest – Academic Staff (attached as Schedule 16), which sets out the University's expectations for its academic members of staff concerning their commitment to the University's mission, goals and objectives in relation to their outside and related activities. [The Hospital expects All faculty to perform their Hospital staff duties in accordance with the relevant Hospital policies.](#)

II.8 REVIEW OF ACADEMIC APPOINTEES

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

III TEACHING

III.1 INTRODUCTION

The Hospital acknowledges that the University ~~has primary responsibility is primarily responsible~~ for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the

University's property. Accordingly, the Hospital recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by All ~~Health Professional~~ faculty who are engaged in the academic teaching mission, in the planning, administration, funding, presentation and review of its Teaching Programs, as well as the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

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

The University and the Hospital agree to follow the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3).

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

III.2 HOSPITAL ~~STUDENT PLACEMENT~~TEACHING COMMITMENT

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

The University and the Hospital agree to work together in a reciprocal planning process to determine the appropriate number of ~~clinical~~ Student ~~teaching~~ placements by program and in the context of curriculum requirements. The parties also agree that post-graduate Students assigned to the Hospital may not be transferred or reassigned by the University to another affiliated hospital to provide clinical services, without prior Hospital consultation and approval by the Hospital's Vice-President Education (or equivalent).

University health professional education programs will prepare annually a curriculum outline and the proposed ~~list of clinical~~ Student ~~teaching~~ placements at the Hospital.

The University will deliver the proposed ~~list of clinical~~ Student ~~teaching~~ placements to the Hospital at least 10 months in advance of the start of ~~every~~each academic year ~~for each program, ordinarily commencing July 1~~. The Hospital will consider whether ~~it~~they can accommodate the proposed ~~clinical~~ Student ~~teaching~~ placements, and the Hospital and the University will negotiate in good faith to reach agreement on the proposed ~~list of clinical~~ Student ~~teaching~~ placements at least 8 months in advance of the start of each academic year, ~~commencing July 1~~. Any subsequent changes to the ~~list of clinical~~ Student ~~teaching~~ placements will be agreed upon by the program leader of the cognate University Faculty, Department or program and the Vice-President Education (or equivalent) at the Hospital at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate Dean, or, if relevant, Department Chair, and the Hospital's President and Chief Executive Officer will endeavour to negotiate an agreement.

The University curriculum, the number of Students needing placements and the Hospital's ability to take Students may change from year to year for various reasons, and these factors will be relevant to the negotiation of the annual ~~list of clinical~~ Student ~~teaching~~ placements.

The parties will cooperate to implement the annual [list of clinical Student teaching placements](#), ~~(attached as Schedule 1).~~

The Hospital undertakes that any teaching of students from other educational institutions will not compromise its ongoing teaching commitment to the University, ~~as set out in Schedule 1.~~ The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees, any assignment of Students to other hospitals or teaching sites (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital ~~as set out in Schedule 1.~~

~~Attached as Schedule 1 is a template clinical Student teaching placements form. The parties will develop a detailed clinical Student teaching placements form in the first year of the Agreement to replace the template on agreement of the parties. The parties will amend the form by agreement on an annual basis.~~

III.3 MEDICAL ACADEMIES

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

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

III.4 STUDENTS

III.4.1 Placement of Students

For periods of time agreed to by the University and Hospital, Students will be permitted to take instruction and gain clinical and/or practical experience in the Hospital, provided that appropriate services are offered at the Hospital, subject to the Hospital's ability to offer such instruction and/or experience and the [Hospital's teaching commitment to the University commitments in Schedule 1.](#) The Hospital will provide services and facilities upon the terms and conditions hereinafter set out.

The placement of Students will be based on pedagogic interests, including the need for a wide range of learning experiences, and on [accreditation standard requirements for Student Programs](#) and requirements of applicable regulatory bodies, and subject to the Hospital's ability to offer such instruction and/or experience.

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

The Faculty of Medicine will assign postgraduate Students to teaching hospitals and sites and other clinical institutions in accordance with the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17).

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Students enrolled in [Teaching Programs within](#) Departments and Faculties including, but not limited to, the Departments of Occupational [Science and Occupational](#) Therapy, Physical Therapy, Speech/Language Pathology and Radiation Oncology, [Dalla Lana School of Public Health](#), and the [Lawrence S. Bloomberg Faculty](#) Faculties of Nursing, [the Leslie Dan Faculty of Pharmacy](#), [the Faculty of Dentistry](#) and [the Factor-Inwentash Faculty of Social Work](#) are assigned to the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

III.4.2 Transfer of Students

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The Hospital will transfer Students of the University assigned to it for ~~clinical~~ training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the appropriate Department Chair and Dean or their delegates. However, provided it informs the University, the Hospital may, at its discretion, assign Students to ~~clinical~~ training activities in [other training sites](#) ~~community clinics~~ for part of the Student's rotation at the Hospital. [The assignment of medical Students to other affiliated hospitals within an Academy will follow the relevant guidelines for the Medical Academy.](#)

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III.4.3 Termination of Student Placement for Unacceptable Behaviour

The University recognizes the right of the Hospital, after consultation with the appropriate University Dean or Department Chair, to terminate the placement in the Hospital of an individual Student, if the Student's behaviour or activities are considered by the Hospital to be unacceptable [according to relevant Hospital policies.](#) If the behaviour, conduct or activities of a Student is considered to be unacceptable [to the University](#), that Student will be treated by the University in accordance with the University's Code of Student Conduct (attached as Schedule 18) and by the Hospital in accordance with any applicable Hospital policies.

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

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III.4.4 Code of Behaviour on Academic Matters [and Standards of Professional Practice and Behaviour](#)

In order to protect the integrity of the teaching and learning relationship, the University's Code of Behaviour on Academic Matters (attached as Schedule 19) will apply to its [faculty](#) ~~staff~~ and Students in the Hospital.

[The Faculty of Medicine's Standards of Professional Behaviour for Medical Clinical Faculty \(attached as Schedule 28\) and Standards of Professional Practice Behaviour for All Health Professional Students \(attached as Schedule 29\) will apply to faculty and Students in the Hospital as applicable.](#)

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III.4.5 [Specification of the Responsibility for Treatment, Follow-Up, and Associated Financial Responsibility in the Event of Student \(including Undergraduate Medical Student\) Injury or Exposure to an Infectious or Environmental Hazard](#)

- a) The University and the Hospital are committed to protecting the health and safety of Students participating in training on the premises of the Hospital as assigned per this Agreement.
- b) The University undertakes to ensure that Students are educated about exposure, injury, treatment and follow-up, including their professional responsibility for self-care (as appropriate) before they are placed in the Hospital. Furthermore, the University undertakes to include education of Students about the effects of infectious and environmental disease or disability on Student learning activities.
- c) The University commits to informing all Students of University policies and procedures relevant to this issue before the Students will be permitted to undertake any educational activities that would place them at risk of injury or exposure to infectious disease. Likewise, the Hospital commits to informing all Students of any Hospital policies and procedures relevant to this issue.
- d) Immediate Treatment
- i) All Students placed in the Hospital per this Agreement will be advised to access services through the Occupational Health unit of the Hospital (or other appropriate Hospital unit) in the event of an injury or an exposure to an infectious or environmental hazard that occurs during the course of their placement. The Occupational Health unit will facilitate the Student's access to immediate treatment within the Hospital or the Student's transfer to another clinical site if appropriate care is not available within the Hospital.
- ii) Outside of the operating hours of the Occupational Health unit of the Hospital, all Students who incur an injury or exposure to an infectious or environmental hazard must present at the Hospital's designated site for after-hours care of workplace injuries for treatment. The Occupational Health unit of the Hospital commits to making readily available the details of the after-hours protocol.
- e) Follow-up
- i) Follow-up care may include but is not limited to counselling and medical treatment.
- ii) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
- iii) The University will provide access to a reasonable level of follow-up administrative support to Students who incur an injury or exposure to an infectious or environmental hazard in the course of their placement with the Hospital. The relevant Teaching Program will specify the individual or individual(s) who hold primary responsibility for providing this administrative support.
- iv) The nature of and responsibility for follow-up care will be determined jointly by appropriate representatives of the University and the Hospital, on a case-by-case basis, in a timely manner. As an outcome of this discussion, the Student will be presented with one or more of the following options regarding where they may access follow-up care:
- At the location where the injury/exposure occurred
 - With the University's student health services
 - With a physician of his/her own choosing (e.g. his/her family doctor)
 - At his/her Academy base site (for undergraduate medical Students)
 - Through another care provider arranged by the University
- f) Financial responsibility
- i) The Ministry of Training, Colleges and Universities ensures that all Students who are placed in the Hospital on unpaid placements under their program of study are eligible for

either Workplace Safety and Insurance Board (WSIB) coverage of claims or private insurance for coverage of claims.

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

a. The Hospital commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.

b. Upon notification by the Hospital, the University commits to the reporting of the incident to the WSIB within the maximum timeframe specified by the WSIB.

III.5 HOSPITAL CLINICAL PROGRAM PLANNING AND REVIEW

III.5.1 Program Planning

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of All faculty in the presentation of clinical and practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Hospital, the Deans of the University's Faculties and Schools, or their delegates, will invite the Hospital to participate in the planning of the programs and experiences to be offered to Students in related Departments at the University. Hospital participation could range from representation on University divisional/departmental education/curriculum committees to informal meetings between course coordinators and Hospital preceptors.

The University will assist the Hospital as required in setting up Teaching Programsteaching programs.

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

III.5.2 Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the University. In addition, Students are asked regularly to evaluate the performance of teaching staff following a particular course, part of a course or practical experience. Department Chairs and Deans also review annually the performance of academic staff in all areas of staff responsibilities including teaching.

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

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The University will use its best efforts to provide the Hospital with copies of the usual performance evaluations by Students of the Hospital's teaching staff. The University acknowledges the importance of these evaluations to the mission of the Hospital and recognizes that they also bear upon the success of the Hospital in achieving its own objectives.

III.5.3 Responsibility to Inform of Circumstances Affecting Teaching Programs

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The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of Internes & 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 of the Hospital.

III.5.4 Availability of Patients for Teaching

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The Hospital will allow Students, for teaching purposes, access to such of its patients and their personal health information, both in-patients and ambulatory patients, as are necessary to meet its teaching commitments set out in the list of clinical Student teaching placements agreed (attached as Schedule 1, as amended from time to time by the University and the Hospital agreement), subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, including any exercise of their right to refuse Student access.

The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of Students placed in the Hospital. In exceptional circumstances if the Hospital ascertains that it will not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate Department Chair or Dean and assist in finding alternate arrangements for the Students.

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

III.5.5 Facilities

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

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

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

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

The sharing of infrastructure expenses between the University and the Hospital will be negotiated in good faith from time to time among the University Department Chairs, the Deans and the Hospital's Vice-President Education (or equivalent).

III.5.6 Continuing Education and Professional Development

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

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IV NON-DISCRIMINATION AND HUMAN RIGHTS

The University and the Hospital are committed to human rights and shall comply with the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which sexual harassment policy applies and whether the University or the Hospital is responsible for dealing with a complaint.

V WORKPLACE VIOLENCE

When the Hospital becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or faculty member, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions as soon as reasonably practicable, regardless of whether or not the Student or faculty member is an employee of the Hospital.

When the University becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or faculty member, the University will, if in its view it is appropriate to do so, inform the Hospital as soon as reasonably practicable.

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

VI RESEARCH

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VI.1 INTRODUCTION

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

VI.2 CENTRES, INSTITUTES AND EXTRA-DEPARTMENTAL UNITS

The Hospital and the University recognize that it is appropriate from time to time to take advantage of the synergy created by bringing together experts in a new or interdisciplinary field into a new administrative organization. In establishing such administrative units, the University will follow the provisions of the Governing Council Report of the Provostial Committee on Centres and Institutes (attached as Schedule 20). If, in creating such units, the Hospital wishes a unit to be designated as a University academic unit, then the procedures and requirements of Schedule 20 will be followed.

VI.3 RESEARCH CHAIRS AND PROFESSORSHIPS

In the establishment and maintenance of research chairs and professorships, the University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) will be followed.

In making appointments of persons to endowed or designated chairs or professorships, the University's Policy and Procedures on Academic Appointments (attached as Schedule 22) or the Policy for Clinical Faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

V.2 GRANT ADMINISTRATION

~~Concerning research projects of All Health Professional faculty, the following procedures will apply.~~

- ~~i) All grant applications to be administered by the University will be signed by a) the Chair of the University Department in which the principal investigator holds her/his primary appointment, and b) the Dean, and counter signed on behalf of either or both the Hospital and the University, as follows below in ii) and iii). The Dean may delegate signing authority to the Vice-Dean Research. For grant applications to be administered by the Hospital, the Department Chair's signature is not required. However, a copy of the cover sheet and a summary of each submitted grant should be provided to the Chair of the Department in which the principal investigator holds her/his primary appointment.~~
- ~~ii) When the research grant is to be administered by the University, senior signing authority will be vested in the President of the University (or his/her delegate). A copy of the cover sheet and a summary of each submitted grant application should be provided to the Hospital if the Health Professional faculty reports to the Hospital Vice-President Research (or equivalent).~~
- ~~iii) When the research grant is to be administered by the Hospital, senior signing authority will be vested in the President and Chief Executive Officer of the Hospital (or his/her delegate).~~
- ~~iv) When significant Hospital resources, such as salaries, space and services, are used in research projects, the grant will ordinarily be administered by the Hospital. Where the Hospital administers the grant, the Hospital will receive the indirect cost funds.~~

v) ~~The party that accepts senior responsibility for a research grant will also accept full responsibility for grant administration and record-keeping, and for liaison with the granting agency. If a research grant is administered by one party and the research is conducted at the premises of the other, there may be an administrative cost to the party conducting the research. The Policy on University Administration of Grants and Contracts when the Research is Being Conducted at an Affiliated Hospital is attached as Schedule 7.~~

VI.4 INVENTIONS AND INTELLECTUAL PROPERTY

Both the University and the Hospital have their own policies regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Hospital regarding inventions and intellectual property is set out in a separate agreement, which is attached as an Appendix. Faculty of Medicine graduate Students and their supervisors are also governed by Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8).

VI.5 THE CONDUCT OF RESEARCH

VI.5.1 Ethical Conduct

The parties expect the highest standards of ethical conduct in every aspect of research. To this end, All faculty and Students will be expected to adhere to all relevant policies on ethical conduct of research, following the University Policy on Ethical Conduct in Research (attached as Schedule 22) when conducting research ~~on campus at the University~~ and following the ~~parallel applicable~~ Hospital policy ~~(ies)~~ when conducting research at the Hospital.

Faculty with appointments in the ~~University~~ Faculty of Medicine ~~of the University~~ will also adhere to all relevant Faculty guidelines, including the Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11), Protection ~~for~~ Intellectual Freedom and Publication Rights (attached as Schedule 9), and the Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10).

Where there is an allegation of research misconduct against ~~any~~ faculty member, ~~in the University's Framework Faculty of Medicine, the Faculty's Guidelines~~ to Address Allegations of Research Misconduct (attached as Schedule 12) ~~and Addendum (attached as Schedule 13)~~ set out the criteria to determine which representative of the Faculty and/or Hospital will deal with the allegations. The Hospital will develop and maintain policies regarding research misconduct within its jurisdiction which are ~~consistent and congruent~~ ~~harmonized~~ with the ~~University~~ ~~University's~~ and Health Faculties' policies and which have parallel processes for dealing with allegations of research misconduct.

VI.5.2 Human Subjects Research

Conducting human subjects research is advantageous to advance knowledge and ultimately to improve healthcare and health outcomes. The Hospital and University recognize the importance of facilitating human subjects research as part of the joint academic mission. The Hospital and University are also committed to ensuring that human subjects research is conducted in a manner that meets or exceeds ethical standards.

The Hospital will operate its own Research Ethics Board (~~REB~~) or Boards (or be part of an REB consortium) ~~that~~ ~~which~~ will be separate and independent from the University ~~REB and that Research Ethics Board. These~~ will be operated in a manner consistent with the principle of

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harmonization of research ethics and research policies set out in this Agreement. ~~The In addition, with respect to human subjects, the~~ Hospital agrees its own ~~REB~~ Research Ethics Board or REBs (or the REB consortium) Boards will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. In the event that the Hospital does not have its own REB, it agrees to accept the review of a Board accepted by the University. The Hospital and University agree to collaborate, as appropriate and reasonable, in arrangements designed to enhance the effectiveness, efficiency and consistency of ethical review processes.

VI.5.3 Conflict of Interest

All faculty conducting research at the Hospital will be governed by the conflict of interest policy of the Hospital.

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VII HEALTHCARE DELIVERY

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

VIII LIBRARY AND INFORMATION SERVICES

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

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

IX FUNDRAISING FOR ENDOWED CHAIRS AND PROFESSORSHIPS

Fundraising from private sources is an important source of funding for endowed chairs and professorships, which benefit both the Hospital and the University. The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for endowed chairs and professorships will be appropriate or where they will be able to assist each other in their separate endeavours. To this end, the parties will endeavour to inform each other of their fundraising plans and priorities for endowed chairs and professorships.

The University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) will be followed in connection with endowed chairs and professorships. This does not preclude the Hospital from starting the process of establishing a Hospital / University endowed chair. As early as possible, the appropriate Hospital research or clinical leader

[should consult with the relevant Department Chair and/or the relevant Dean to ensure that the proposed endowed position is consistent with approved academic plans, objectives and mission. The Hospital's naming policy and the University's Policy on Naming \(attached as Schedule 26\) will both be applied in the naming of the benefaction.](#)

X UNIVERSITY AND HOSPITAL USE OF EACH OTHER'S NAMES AND INSIGNIAS AND ACKNOWLEDGMENT OF INSTITUTIONAL AFFILIATION

The University encourages the use by the Hospital of the University and Faculty names and insignia as appropriate on letterhead and on all other materials in the ordinary course of business (e.g., websites, correspondence, course materials) in matters that are directly relevant to the affiliation with the University. The University will similarly refer to its affiliation with the Hospital as appropriate on materials in the ordinary course of business in matters that are directly relevant to the affiliation. Each party has a responsibility for safeguarding the names and insignia of the other, and, if there is any doubt as to appropriate use, for seeking clarification from the other party.

Authorization to each party to use the name and official form of the logo(s) of the other party is limited to the purpose of officially recognizing the affiliation between the parties. Use of the name or logo(s) of a party for any purpose other than officially recognizing the affiliation between the parties requires prior written authorization from that party.

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

XI NOTIFICATION AND CONSULTATION

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

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

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

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

If to University of Toronto:

Vice-Provost,
Relations with Health Care Institutions

If to Hospital:

President and CEO
X Hospital

University of Toronto
Toronto, Ontario
FAX # 416-X-X

Toronto, Ontario
M5
FAX# 416-X-X

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

XII COORDINATION AND LIAISON

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

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

~~The University and the Hospital will establish a Community Research Coordinating Committee that will have representation from each community affiliate. This Committee will be chaired by the Vice-Provost, Relations with Health Care Institutions and meet at least twice a year.~~

The Vice-Provost, Relations with Health Care Institutions will, in consultation with the Hospital, endeavour to identify additional committees, working groups and task forces that might need to be developed to advance the joint mission. These additional committees, working groups and task forces shall, in general, include representation from the University and the community ~~teaching hospitals and community teaching sites.~~

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

XII.2 LIAISON

XII.2.1 Hospital

Each health profession discipline will have an assigned leader in the Hospital, such as the Chief, with whom the leader of the University programs will work directly. Generally, teaching placement and evaluation are the responsibility of the assigned leader.

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

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

XII.2.2 University

The University will establish and maintain an Office of Community-Academic Relations and appoint a Director, Distributed Medical Education to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

XIII CONFORMITY WITH OTHER COMMUNITY ~~TEACHING HOSPITAL OR SITE~~ AGREEMENTS

The University will use its best efforts to ensure that its agreements with other community ~~teaching hospitals and community teaching sites~~ contain substantially the same provisions as are contained in this Agreement. ~~As new community affiliations are developed with other hospitals and community teaching sites, they may be governed initially by a developmental affiliation agreement for 2 years, with the goal of establishing longer term agreements.~~

XIV MAINTENANCE OF AFFILIATION

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

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

XV LIABILITY, INDEMNIFICATION AND INSURANCE

XV.1 LIABILITY

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

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

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

XV.2 INDEMNIFICATION

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

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

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

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

XV.3 INSURANCE

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

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

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

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

XV.4 STUDENT WORKPLACE INSURANCE

Neither the Hospital nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant WSIB documentation regarding coverage for eligible Students.

XVI TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from January 1, ~~2013~~2007 to December 31, ~~2017~~2014.

The University and the Hospital will commence discussions regarding renewing this Agreement eighteen (18) months before its expiry date.

If, at the end of the term, a new agreement has not been executed and neither party has given 12 months prior written notice of their intention not to renew this Agreement, then this Agreement will survive until such time as either a new agreement is executed or this Agreement is terminated by either party giving the other 12 months prior written notice.

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

[This agreement may be terminated immediately by either party giving written notice to the other party if any of the following occurs:](#)

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

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties by their proper officers. Notwithstanding the foregoing, each of the Hospital and the University may amend its own internal policies referred to in this Agreement (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

XVII GENERAL TERMS

XVII.1 ASSIGNMENT AND ENUREMENT

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

XVII.2 INDEPENDENT CONTRACTORS

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

XVII.3 GOVERNING LAW

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

XVII.4 FORCE MAJEURE

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

XVII.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein, including, without limitation, the agreement(s) dated_____, as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document, and the attached and referenced Appendix and Schedules and any other specifically referenced documents. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

XVII.6 COUNTERPARTS

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

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

Seal

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

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

APPENDIX

INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the 1st day of January, ~~2013~~²⁰⁰⁷ (the “IP Agreement”).

BETWEEN
The Hospital
(the “Hospital”)

and

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

WHEREAS the Hospital and the University have an affiliation agreement and many Hospital staff and University faculty members are concurrently appointed;

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

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

AND WHEREAS it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies;

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

1. Definitions

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

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

Party from the assignment or commercialization of or licensing of rights to an Invention, minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.

- (c) "Owner" means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) "Share" – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Hospital makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other party and/or received funds from the other party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, ~~Students~~students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate Students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Hospital in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3.— Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the Vice-Presidents Research of the Parties or by

their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

4.1 Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.

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.

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~~4.2 — If the Owner decides not to proceed with the application for legal protection and/or the commercialization of the Invention, the Owner shall advise the other Party of its decision within three (3) months of the date of the Invention's disclosure and, at that time, shall offer to assign all its rights to the Invention to the other Party and shall specify the applicable terms and conditions, if any, of such offer.~~

5. Proceeds from an Invention

5.1 All Net Revenues from an Invention will be divided between the Parties in proportion to each Party's Share. Each Party's Share will be distributed in accordance with the Party's intellectual property policies.

5.2 If equity in a company is received by the Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Hospital and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

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

7. Notices

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

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

Hospital:

8. Amendment

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

9. Term and Termination

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

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

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

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

SCHEDULES NOTED IN COMMUNITY AFFILIATION AGREEMENT (Updated December 21, 2012)

Schedule	Title
1	Policy for Clinical Faculty Web: http://www.governingcouncil.utoronto.ca/policies/clinical.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppi012005.pdf
2	Procedures Manual for Policy for Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/staff/Procedures+Manual+for+Policy+for+Clinical+Faculty.pdf
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Guideline+for+Ethics+in+Clinical+Training.pdf
4	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (Web only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Sexual+Harrassment+Protocol.pdf
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives Web: http://www.governingcouncil.utoronto.ca/policies/Endowed.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/P0624.pdf
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Guidelines+for+Clinical+Sites+re.+Student+Clinical+Placements+in+an+Emergency+Situation.pdf
7	Harmonization of Research Policies Note: URL not available
8	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/graduate/ind.pdf
9	Protection for Intellectual Freedom and Publication Rights (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/research/Protection+of+Intellectual+Freedom+and+Publication+Rights.pdf?method=1
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (Web only) http://www.facmed.utoronto.ca/Page11397.aspx
11	Principles and Responsibilities Regarding Conduct of Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/staff/rp1011.pdf?method=1
12	Framework to Address Allegations of Research Misconduct (PDF only) http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf
13	Addendum to Framework to address Allegations of Research Misconduct Note: URL not available
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (Web only) http://aapm.utoronto.ca/status-only-adjunct-and-visiting-professors
15	Policy On Appointment of Academic Administrators Web: http://www.governingcouncil.utoronto.ca/policies/acadadmin.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003i.pdf

Schedule	Title
16	Policy on Conflict of Interest – Academic Staff Web: http://www.governingcouncil.utoronto.ca/policies/conacad.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf
17	Guidelines for the Assignment of Postgraduate Medical Trainees (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Guidelines+for+the+Assignment+of+Postgraduate+Medical+Trainees.pdf
18	Code of Student Conduct Web: http://www.governingcouncil.utoronto.ca/policies/studentc.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf
19	Code of Behaviour on Academic Matters Web: http://www.governingcouncil.utoronto.ca/policies/behaveac.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun011995.pdf
20	Governing Council Report of the Provostial Committee on Centres and Institutes (PDF only) http://www.governingcouncil.utoronto.ca/AssetFactory.aspx?did=3124
21	Policy and Procedures on Academic Appointments Web: http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003.pdf
22	Policy on Ethical Conduct in Research Web: http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf
23	Policy on Research Involving Human Subjects Web: http://www.governingcouncil.utoronto.ca/policies/humanres.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun292000.pdf
24	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct Web: http://www.sqs.utoronto.ca/governance/policies/researchinvolvinghumansubjects.htm PDF: http://www.sqs.utoronto.ca/Assets/SGS+Digital+Assets/governance/policies/researchinvolvinghumansubjects.pdf
25	Publication Policy Web: http://www.governingcouncil.utoronto.ca/policies/pubs.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmay302007ii.pdf
26	Policy on Naming Web: http://www.governingcouncil.utoronto.ca/policies/naming.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct2419996.pdf
27	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/CEPD+Policy+on+Support+of+University+of+Toronto+Sponsored+Continuing+Education+Activities+from+Commercial+Sources.pdf
28	Standards of Professional Practice Behaviour for Medical Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/staff/standards.pdf?method=1
29	Standards of Professional Practice Behaviour for All Health Professional Students Web: http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf
30	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/Appropriate+Use+of+The+Internet.pdf

Appendix 4: 2009 Non-Hospital Clinical Site Template Agreement

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

BETWEEN

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

AND

[NON-HOSPITAL CLINICAL SITE]
(the “SITE”)

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

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

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

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

I APPLICATION OF THIS AGREEMENT

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

II DEFINITIONS AND INTERPRETATION

II.1 Definitions

In this Agreement,

- i. *Site Staff Member* means an individual who is employed by the Site.
- ii. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, Academic Unit or Department at the University.
- iii. *University faculty Member* means an individual who holds an appointment at the University and is not employed by the Site.
- iv. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.

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

II.2 Interpretation

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

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

III RELATIONS BETWEEN THE PARTIES

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

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

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

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

IV RELATIONS WITH STAFF MEMBERS

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

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

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

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

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

V TEACHING

V.1 Introduction

The Site acknowledges that the University is primarily responsible for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Site recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by Site Staff Members with a University Appointment who are engaged in the academic teaching mission by involving them in the planning, administration, presentation and review of its Teaching Programs as appropriate.

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

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

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

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

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

V.2 Teaching Commitment

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

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

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

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

commencing July 1. Any subsequent changes to the Student teaching placements will be agreed upon by the program leader of the cognate University Faculty, Department or program and the [equivalent] at the Site at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate Dean or Director, or, if relevant, Department Chair (in Faculties where there are multiple departments), and the [title] will endeavour to negotiate an agreement.

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

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

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

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

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

V.3 Students

V.3.i Placement of Students

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

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

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

Students enrolled in Departments and Faculties including, but not limited to, the Departments of Occupational Therapy, Physical Therapy,, Speech/Language Pathology and Radiation Oncology, and the Faculties of Medicine, Nursing, Pharmacy, Dentistry and Social Work or the Dalla Lana School of Public Health, are assigned to the Site in accordance with the curriculum plan for each course or program and with the Site's ability to provide an appropriate placement.

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

V.3.ii Transfer of Students

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

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

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

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

V.4 Site Program Planning and Review

V.4.i Program Planning

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

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

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

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

V.4.ii Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

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

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

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

V.4.iv Availability of Clients for Teaching

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

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

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

V.4.v Facilities

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

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

V.4.vi Continuing Education

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

VI RESEARCH COLLABORATION

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

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

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

VII GRANT ADMINISTRATION

Concerning research projects of Site Staff Members with a University Appointment, the following procedures will apply:

- i. All grant applications to be administered by the University will be signed by a) the Chair of the University Department in which the principal investigator holds her/his primary appointment, and b) the Dean or Director, and counter-signed on behalf of either or both the Site and the University, as follows below in ii) and iii). The Dean or Director may delegate signing authority to the Vice-Dean Research (or equivalent). For grant applications to be administered by the Site, the Department Chair's signature is not required. However, a copy of the cover sheet and a summary of each submitted grant should be provided to the Chair of the Department in which the principal investigator holds her/his primary appointment.
- ii. When the research grant is to be administered by the University, senior signing authority will be vested in the Vice-President Research of the University (or his/her delegate). A copy of the cover sheet and a summary of each submitted grant application should be provided to the Site if the Site Staff Member with a University Appointment reports to [title] (or his/her delegate).
- iii. When the research funds are to be administered by the Site, senior signing authority will be vested in the [title] (or his/her delegate).
- iv. When significant the Site resources, such as salaries, space and services, are used in research projects, the grant or contract will ordinarily be administered by the Site. Where the Site administers the grant or contract, the Site will receive the indirect cost or overhead funds.
- v. The party that accepts senior responsibility for a research grant will also accept full responsibility for grant administration and record-keeping, and for liaison with the granting agency. If a research grant is administered by one party and the research is conducted at the premises of the other, there may be an administrative cost to the party conducting the research.

VIII RESEARCH ETHICS REVIEW

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

IX COMMUNICATIONS AND USE OF NAME

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

X APPLICABILITY OF POLICIES

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

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

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

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

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

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

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

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

With respect to Clinical faculty, if there is an allegation of a breach of academic freedom and if the Clinical faculty member is eligible under the Policy for Clinical Faculty to have access to the University's Academic Clinical Tribunal which hears the matter and issues a decision making finding of facts and a determination as to whether there has been a breach of academic freedom, the Site agrees to be bound by that decision. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Site, or to substitute any new provision thereof. The University's Policy for Clinical Faculty provides that "All clinical faculty remain subject to the

applicable ethical and clinical guidelines or standards, laws and regulations governing the practice of medicine and the Site-specific relevant site's policies or by-laws."

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

XI NON-DISCRIMINATION AND HUMAN RIGHTS

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

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

XII INTELLECTUAL PROPERTY

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

XIII LIABILITY, INDEMNIFICATION AND INSURANCE

XIII.1 Liability

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

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

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

XIII.2 Indemnification

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

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

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

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

XIII.3 Insurance

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

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

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

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

XIII.4 Student Workplace Insurance

Neither the Site nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant Workplace Safety and Insurance Board documentation regarding coverage for eligible Students.

XIV TERMINATION

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

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

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

XV GENERAL TERMS

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

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

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

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

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

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

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

THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

SITE

[NAME]

Vice-President and Provost

[NAME]

[FULL TITLE OF SIGNING AUTHORITY]

[NAME]

Vice-Provost, Relations with Health Care Institutions

APPENDIX

INVENTIONS AND INTELLECTUAL PROPERTY AGREEMENT

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

BETWEEN

[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;

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

1. **Definitions**

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

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

- (c) **“Owner”** means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) **“Share”** – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Site makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other Party and/or received funds from the other Party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Site in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the individuals named in section 7 below or by their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

- 4.1 (a) Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.
- (b) Inventions may arise involving two or more inventors where each Party is determined to be a joint Owner. In these circumstances, the Parties shall negotiate in good faith an agreement to cooperate to protect and commercialize the jointly-owned Invention and, unless otherwise agreed by the Parties, the Party whose inventors have made the predominant inventive contribution shall be responsible for protecting and commercializing such Invention.

5. Proceeds from an Invention

- 5.1 All Net Revenues from an Invention will be divided between the Parties in proportion to each Party's Share. Each Party's Share will be distributed in accordance with the Party's intellectual property policies.
- 5.2 If equity in a company is received by the Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

- 6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.
- 6.2 If the nominees cannot agree on the identity of the third panel member, an application will be made to the court for the appointment of a third arbitrator.

7. Notices

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

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

The Site: **[RELEVANT AUTHORITY AT SITE]**
[FULL MAILING ADDRESS]

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

[TITLE OF SIGNING AUTHORITY]

[TITLE OF SIGNING AUTHORITY]

Appendix 5: Proposed 2013 Non-Hospital Clinical Site Template Agreement

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

BETWEEN

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

AND

NON-HOSPITAL CLINICAL SITE
(the “SITE”)

WHEREAS the Site is dedicated to the provision of exemplary services, the education of 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. *Site Staff Member* means an individual who is employed by (or otherwise engaged by) the Site
- ii. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, academic unit or department at the University.
- iii. *University faculty Member* means an individual who holds an appointment at the University and is not employed by (or otherwise engaged by) the Site.

- iv. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.
- v. *Client* refers to any patient or other individual who is provided with the services of the Site.
- vi. *Clinical faculty (physician)* is a subcategory of University faculty Member and means 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) as *Clinical faculty* in a University Faculty of Medicine clinical department. Clinical faculty (physician) may be full-time, part-time or adjunct, and the criteria for each of these are set out in the *Procedures Manual for Policy for Clinical Faculty* (attached as Schedule 2).
- vii. *Placement* means placement of a Student at the Site for the purpose of gaining practical experience.
- viii. *Student* means a person formally registered in a Faculty or Department or recognized academic unit of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Site in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- ix. *Teaching Programs* means programs within various University Faculties or departments (including, but not limited to: Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, Institute of Health Policy, Management and Evaluation, Physical Therapy, Kinesiology and Physical Education, the Dalla Lana School of Public Health, Occupational Science and Occupational Therapy and Speech Language Pathology) that place Students at the Site.

II.2 Interpretation

- i. Subject to the terms of this Agreement, the University and the Site have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- ii. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- iii. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Site under their respective constituting statutes, letters patent, 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 shall meet at least once a year to review the relationship between the two parties. They may create an advisory body or bodies to study particular problems or opportunities and make recommendations.

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 and the Site agree to follow the University of Toronto's *Standards of Professional Practice Behaviour for all Health Professional Students* (attached as Schedule 3) and the *Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching* (attached as Schedule 4).

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 a reciprocal planning process to determine the appropriate number of Student Placements by program and in the context of curriculum requirements.

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 at least 10 months 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 at least 8 months 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 4th paragraph of section XVI 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 of Postgraduate Medical Trainees* (attached as Schedule 5), 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.

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

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

Students enrolled in 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.

V.3.ii Transfer of Students

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

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

The University recognizes the right of the Site, after consultation with the appropriate University Dean or department Chair or Director, to terminate 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*, may terminate the Student's Placement.

V.3.iv Specification of the Responsibility for Treatment, Follow-Up, and Associated Financial Responsibility 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.
- 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 Academy base site (for undergraduate medical Students)
 - Through another care provider arranged by the University
- f) Financial responsibility
- i) The Ministry of Training, Colleges and Universities ensures that all Students who are placed in the Site on unpaid placements under their program of study are eligible for either Workplace Safety and Insurance Board (WSIB) coverage of claims or private insurance for coverage of claims.
 - ii) To safeguard Students' access to financial compensation under WSIB coverage, the University and the Site are each responsible for the timely reporting of all incidents involving Students who incur an injury or exposure to infectious or environmental hazards while on the premises of the Site.
 - 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 the incident to the WSIB within the maximum timeframe specified by the WSIB.

V.4 Site Program Planning and Review

V.4.i Program Planning

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

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

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

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

V.4.ii Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

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

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

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

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.

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 6), *Framework to Address Allegations of Research Misconduct* (attached as Schedule 7) and any applicable divisional guidelines thereunder with respect to Site Staff Members with a University Appointment.

The Site recognizes that the University's *Policy for Clinical Faculty* (attached as Schedule 1) and the *Procedures Manual for the Policy for Clinical Faculty* (attached as Schedule 2) 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 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 NON-DISCRIMINATION AND HUMAN RIGHTS

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

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the University's *Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions* (attached as Schedule 8) for determining which sexual harassment policy applies and whether the University or the Site is responsible for dealing with a complaint.

XI WORKPLACE VIOLENCE

When the Site becomes aware of an incident or complaint of workplace violence as defined in the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*, including an attempt or a threat of workplace violence, by or against a Student or Site Staff Member with a University Appointment, the Site will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions as soon as reasonably practicable.

When the University becomes aware of an incident or complaint of workplace violence as defined in the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*, including an attempt or a threat of workplace violence, by or against a Student or Site Staff Member with a University Appointment, the University will, if in its view it is appropriate to do so, inform the Site as soon as reasonably practicable.

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

XII INTELLECTUAL PROPERTY

Both the University and the Site have their own policies and/or agreements with their personnel regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Site regarding inventions and intellectual property is set out in a separate agreement attached as an Appendix to this Agreement. Faculty of Medicine graduate Students and their supervisors are also governed by the University's *Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research* (attached as Schedule 9).

XIII LIABILITY, INDEMNIFICATION AND INSURANCE

XIII.1 Liability

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

contributed to by the willful or negligent act or omission of the University, its governors, officers, faculty, employees or agents while acting within the scope of their duties.

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

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

XIII.2 Indemnification

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

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

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

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

XIII.3 Insurance

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

The University shall maintain in full force and effect policies of liability insurance to include coverage for any negligence, malpractice and medical professional liability on behalf of its officers, employees and agents that could arise in the performance or non-performance of this Agreement. This insurance shall include coverage against bodily injury (including death),

property damage and personal injury including cross-liability and severability of interest provisions with a combined limit of not less than \$5 million per occurrence.

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

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

XIII.4 Student Workplace Insurance

Neither the Site nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant Workplace Safety and Insurance Board documentation regarding coverage for eligible Students.

XIV TERMINATION

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

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

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

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 XVI 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 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).

XVI GENERAL TERMS

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

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

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

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

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XVI 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;

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

1. **Definitions**

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

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

- (c) **“Owner”** means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) **“Share”** – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Site makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other Party and/or received funds from the other Party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Site in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the individuals named in section 7 below or by their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

4.1 Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.

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 Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

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

7. Notices

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

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

The Site:

8. Amendment

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

9. Term and Termination

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

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

FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR SITE

[FULL TITLE OF SIGNING AUTHORITY]

[FULL TITLE OF SIGNING AUTHORITY]

SCHEDULES NOTED IN UNIVERSITY – NON-HOSPITAL CLINICAL SITE AGREEMENT

(Updated December 21, 2012)

Schedule	Title
1.	Policy for Clinical Faculty Web: http://www.governingcouncil.utoronto.ca/policies/clinical.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf
2.	Procedures Manual for Policy for Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/staff/Procedures+Manual+for+Policy+for+Clinical+Faculty.pdf
3.	Standards of Professional Practice Behaviour for All Health Professional Students Web: http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf
4.	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Guideline+for+Ethics+in+Clinical+Training.pdf
5.	Guidelines for the Assignment of Postgraduate Medical Trainees (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Guidelines+for+the+Assignment+of+Postgraduate+Medical+Trainees.pdf
6.	Policy on Ethical Conduct of Research Web: http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf
7.	Framework to Address Allegations of Research Misconduct (PDF only) http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf
8.	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Sexual+Harrasment+Protocol.pdf
9.	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/graduate/ind.pdf

Appendix 6: Tracked-Changes Comparison of 2009 vs. 2013 Non-Hospital Clinical Site Template Agreements

Formatted: Title

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

BETWEEN

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

AND

[NON-HOSPITAL CLINICAL SITE]
(the “-SITE-”)

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

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

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

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

I APPLICATION OF THIS AGREEMENT

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

II DEFINITIONS AND INTERPRETATION

II.1 Definitions

In this Agreement,

- i. *Site Staff Member* means an individual who is employed by (or otherwise engaged by) the Site.
- ii. *Site Staff Member with a University Appointment* means a Site Staff Member who has an appointment in a Faculty, academic unit or department at the University.
- iii. *University faculty Member* means an individual who holds an appointment at the University and is not employed by (or otherwise engaged by) the Site.

- iv. *Staff Member* means an individual who is either a Site Staff Member or University faculty Member.
- v. *Client* refers to any patient, ~~case, contact~~ or other individual person who is provided with the services of the Site.
- vi. *Clinical faculty (physician)* is a subcategory of University faculty Member and means 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) as *Clinical faculty* in a University Faculty of Medicine clinical department. Clinical faculty (physician) may be full-time, part-time or adjunct, and the criteria for each of these are set out in the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2).
- vii. *Placement* means placement of a Student at the Site for the purpose of gaining practical ~~public health~~ experience.
- viii. *Student* means a person formally registered in a Faculty or Department or recognized academic unit of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Site in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- ix. *Teaching Programs* means programs within various University Faculties or departments (including, but not limited to: Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, Institute of Health Policy, Management and Evaluation Administration, Physical Therapy, Kinesiology and Physical Education and Health, the Dalla Lana School of Public Health, Occupational Science and Occupational Therapy and Speech Language Pathology) that place Students at the Site.

II.2 Interpretation

- i. Subject to the terms of this Agreement, the University and the Site have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- ii. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- iii. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Site under their respective constituting statutes, letters patent, 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 shall meet at least once a year to review the relationship between the two parties. They may create an advisory body or bodies to study particular problems or opportunities and make recommendations.

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~~^{is primarily} responsible for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Site recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by Site Staff Members with a University Appointment who are engaged in the academic teaching mission by involving them in the planning, administration, presentation and review of its Teaching Programs as appropriate.

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

The University and the Site agree to follow the University of Toronto's Standards of Professional Practice Behaviour for all Health Professional Students (attached as Schedule 3) and the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 4).

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~~Teaching~~ Commitment

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

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

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

The University will deliver the proposed ~~list of Student Placements~~teaching placements to the Site at least 10 months in advance of the start of each academic year ~~for each program, ordinarily commencing July 1.~~ The Site will consider whether it can accommodate the proposed Student ~~Placements~~teaching placements, and the Site and the University will negotiate in good faith to reach agreement on the proposed ~~list of Student Placements~~teaching placements at least 8 months in advance of the start of each academic year ~~commencing July 1.~~ Any subsequent changes to the ~~list of Student Placements~~teaching placements will be agreed upon by the program leader of the cognate University Faculty, ~~department~~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~~teaching placements.

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

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

The Site undertakes that any teaching of students from other educational institutions will not compromise its ongoing annual teaching commitment to the University, ~~as set out in Schedule 4~~. The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 5), any assignment of Students to other teaching sites (or other settings) will not compromise its ongoing commitment to assign Students to the Site ~~as set out in Schedule 4.~~

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

V.3 Students

V.3.i Placement of Students

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

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

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

~~Students enrolled in Teaching Programs~~~~Students enrolled in Departments and Faculties including, but not limited to, the Departments of Occupational Therapy, Physical Therapy,, Speech/Language Pathology and Radiation Oncology, and the Faculties of Medicine, Nursing, Pharmacy, Dentistry and Social Work or the Dalla Lana School of Public Health,~~ are assigned to the Site in accordance with the curriculum plan for each course or program and with the Site's ability to provide an appropriate Placement.

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

V.3.ii Transfer of Students

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

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

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

Notwithstanding the above, if in its sole discretion the Site determines that a Student's behaviour or activities is placing client or the Site staff safety at risk, or unreasonably interferes with the operation of Site programs or services, the Site may remove the Student from ~~the site client or staff~~ ~~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, may terminate the Student's Placement.

V.3.iv Specification of the Responsibility for Treatment, Follow-Up, and Associated Financial Responsibility 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.
- 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.

i. Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.

ii) 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.

iii) 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 Academy base site (for undergraduate medical Students)
- Through another care provider arranged by the University

f) Financial responsibility

i) The Ministry of Training, Colleges and Universities ensures that all Students who are placed in the Site on unpaid placements under their program of study are eligible for either Workplace Safety and Insurance Board (WSIB) coverage of claims or private insurance for coverage of claims.

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

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 the incident to the WSIB within the maximum timeframe specified by the WSIB.

V.4 Site Program Planning and Review

V.4.i Program Planning

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

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

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

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

V.4.ii Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

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

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

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of Interns & Residents of Ontario and other circumstances may affect Teaching Programs, and they agree to inform each other of any such decisions or circumstances 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 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~~teaching placements (attached as Schedule 4, as amended from time to time by the University and Site agreement),~~ subject to such restrictions as are imposed by the Site Staff for clinical reasons and by Clients themselves~~the Site clients,~~ including any exercise of a Client's~~their~~ right to refuse Student access.

The Site will use its best efforts to provide the necessary mix of Clients to meet the educational needs of Students placed at the Site. In exceptional circumstances if the Site ascertains that it will

not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate department Chair or Director or Dean.

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

V.4.v Facilities

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

The sharing between the University and the Site of infrastructure expenses relevant to this Agreement will be negotiated in good faith from time to time among the University department Chairs, the Deans or 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 GRANT ADMINISTRATION~~

~~Concerning research projects of Site Staff Members with a University Appointment, the following procedures will apply:~~

- ~~i. All grant applications to be administered by the University will be signed by a) the Chair of the University Department in which the principal investigator holds her/his primary appointment, and b) the Dean or Director, and counter signed on behalf of either or both the Site and the University, as follows below in ii) and iii). The Dean or Director may delegate signing authority to the Vice-Dean Research (or equivalent). For grant applications to be administered by the Site, the Department Chair's signature is not required. However, a copy of the cover sheet and a summary of each submitted grant should be provided to the Chair of the Department in which the principal investigator holds her/his primary appointment.~~

- ~~ii. the research grant is to be administered by the University, senior signing authority will be vested in the Vice-President Research of the University (or his/her delegate). A copy of the cover sheet and a summary of each submitted grant application should be provided to the Site if the Site Staff Member with a University Appointment reports to [title] (or his/her delegate).~~
- ~~iii. When the research funds are to be administered by the Site, senior signing authority will be vested in the [title] (or his/her delegate).~~
- ~~iv. significant Site resources, such as salaries, space and services, are used in research projects, the grant or contract will ordinarily be administered by the Site. Where the Site administers the grant or contract, the Site will receive the indirect cost or overhead funds.~~
- ~~v. The party that accepts senior responsibility for a research grant will also accept full responsibility for grant administration and record-keeping, and for liaison with the granting agency. If a research grant is administered by one party and the research is conducted at the premises of the other, there may be an administrative cost to the party conducting the research.~~

VIII RESEARCH ETHICS REVIEW

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

IX COMMUNICATIONS AND USE OF NAME

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

XIX APPLICABILITY OF POLICIES

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

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

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

The Site recognizes and respects that Students and Site Staff Members with a University Appointment are bound by applicable University policies and procedures, including those relating to academic issues, conduct and research, and agrees to make reasonable efforts to facilitate 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 6), *Framework to Address Allegations of Research Misconduct* (attached as Schedule 7) and any applicable divisional guidelines thereunder with respect to Site Staff Members with a University Appointment.

The Site recognizes that the University's *Policy for Clinical Faculty* (attached as Schedule 1) and the *Procedures Manual for the Policy for Clinical Faculty* (attached as Schedule 2) 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 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.

~~XIX~~ NON-DISCRIMINATION AND HUMAN RIGHTS

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

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the University's *Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions* (attached as Schedule 8) for

determining which sexual harassment policy applies and whether the University or the Site is responsible for dealing with a complaint.

XI WORKPLACE VIOLENCE

When the Site becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or Site Staff Member with a University Appointment, the Site will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions as soon as reasonably practicable.

When the University becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or Site Staff Member with a University Appointment, the University will, if in its view it is appropriate to do so, inform the Site as soon as reasonably practicable.

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

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XII INTELLECTUAL PROPERTY

Both the University and the Site have their own policies and/or agreements with their personnel regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Site regarding inventions and intellectual property is set out in a separate agreement attached as an Appendix to this Agreement. Faculty of Medicine graduate Students and their supervisors are also governed by the University's *Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research* (attached as Schedule 9).

XIII LIABILITY, INDEMNIFICATION AND INSURANCE

XIII.1 Liability

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

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

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

XIII.2 Indemnification

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

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

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

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

XIII.3 Insurance

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

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

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

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

XIII.4 Student Workplace Insurance

Neither the Site nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant Workplace Safety and Insurance Board documentation regarding coverage for eligible Students.

XIV TERMINATION

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

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

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

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 XVI 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 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).

XVXVI GENERAL TERMS

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

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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 XVI 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;

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

1. Definitions

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

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

- (c) **“Owner”** means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) **“Share”** – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Site makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other Party and/or received funds from the other Party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Site in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the individuals named in section 7 below or by their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

4.1 Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.

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 Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Site and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

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

7. Notices

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

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

The Site:

8. Amendment

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

9. Term and Termination

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

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

FOR THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR SITE

[FULL TITLE OF SIGNING AUTHORITY]

[FULL TITLE OF SIGNING AUTHORITY]

SCHEDULES NOTED IN UNIVERSITY – NON-HOSPITAL CLINICAL SITE AGREEMENT
(Updated December 21, 2012)

Schedule	Title
1.	Policy for Clinical Faculty Web: http://www.governingcouncil.utoronto.ca/policies/clinical.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppju012005.pdf
2.	Procedures Manual for Policy for Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/staff/Procedures+Manual+for+Policy+for+Clinical+Faculty.pdf
3.	Standards of Professional Practice Behaviour for All Health Professional Students Web: http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf
4.	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Guideline+for+Ethics+in+Clinical+Training.pdf
5.	Guidelines for the Assignment of Postgraduate Medical Trainees (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Guidelines+for+the+Assignment+of+Postgraduate+Medical+Trainees.pdf
6.	Policy on Ethical Conduct of Research Web: http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf
7.	Framework to Address Allegations of Research Misconduct (PDF only) http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf
8.	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/about/Edeans/Education+Policies/Sexual+Harrassment+Protocol.pdf
9.	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/Faculty+of+Medicine+1/FacMed+Digital+Assets/graduate/ind.pdf

Appendix 7: Proposed 2013 TAHSN Associate Members Affiliation Template Agreement

THIS AGREEMENT made in duplicate
as of the 1st day of June, 2013

BETWEEN

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

AND

**ANY TORONTO ACADEMIC HEALTH SCIENCE NETWORK ("TAHSN") ASSOCIATE MEMBER
HOSPITAL**
("THE HOSPITAL") OF THE SECOND PART

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PREAMBLE

The Hospital and the University share a joint mission of health and biomedical-related education and research for the purpose of improving health. This Agreement provides a framework for that, and the parties agree to work cooperatively to respond to their evolving relationship. This relationship between the Hospital and University includes a willingness to identify their integrated joint academic missions and initiatives through mutual acknowledgments that recognize each other's contributions. An important role of the University is to facilitate networking among its many affiliates for mutual benefit and strategic advantage in promoting academic achievement and international reputation.

I INTRODUCTION

I.1 OBJECTIVE OF THE UNIVERSITY

The objective of the University is to enhance its teaching and research. In all its teaching and research programs the University is committed to collaborating with hospitals, community teaching sites and other public sector institutions, where appropriate, to achieving the highest academic standards; to providing the best possible facilities and libraries; and to recognizing excellence and innovation in teaching.

In seeking to achieve the above objective, the University is committed to four principles:

- i) respect for intellectual integrity, freedom of inquiry and rational discussion;
- ii) the fair and equitable treatment of all who work and study in the University, including clinical teachers at hospitals and other community sites;
- iii) a collegial form of governance; and
- iv) fiscal responsibility and accountability.

The above objective and principles govern the University's relationship with institutions with which it affiliates.

I.2 OBJECTIVES OF THE HOSPITAL

The objectives of the Hospital include providing, promoting and advancing patient care in accordance with any and all legislative requirements by continuing to foster excellence in healthcare delivery, teaching and research. **[NTD: TO BE COMPLETED BY EACH HOSPITAL]**

In seeking to achieve the above objectives, the Hospital is committed to the following principles:

- i) fiscal responsibility and accountability;
- ii) the fair and equitable treatment of patients served by the Hospital as well as all who work and study at the Hospital, including clinical teachers and students; and,
- iii) collegiality and respect.

I.3 BASIS FOR AFFILIATION

The University and the Hospital have a mutual interest in the enhancement of education of Students (as hereinafter defined), research and evidence-based practice.

In order for the University to offer programs of education and professional training in health and health-related fields, it must have access to the facilities of healthcare institutions and organizations, so that it may offer clinical and practical experience to Students.

Because of its mission and facilities, the Hospital has resources and services necessary for the support of teaching and research and is willing to make them available to the University for teaching and research purposes as appropriate.

Because of its mission and facilities, the University has resources and services necessary for the support of teaching and research and shares resources and services strategically with affiliates as appropriate.

Both the University and the Hospital recognize the role and the responsibility of the Hospital in the provision of health care.

Both the University and the Hospital recognize the importance of academic freedom and the need to safeguard the intellectual independence of all faculty members, including Hospital appointed or employed staff who have University appointments.

Notwithstanding the mutual respect of the University and the Hospital for academic freedom, All faculty (as hereinafter defined) remain subject to applicable ethical and clinical guidelines or standards, laws and regulations and to the Hospital's relevant policies or by-laws.

Therefore it is the purpose of this Agreement to provide a foundation upon which the University and the Hospital may collaborate and cooperate in their efforts to accomplish their objectives. Thus, the parties agree as follows:

I.4 DEFINITIONS AND INTERPRETATION

I.4.1 Definitions

In this Agreement,

- a. *Academy* means the collaborative organization through which the clinical curriculum of the Doctor of Medicine (MD) program is delivered. Normally this involves a combination of collaborations among the TAHSN full/associate member hospitals and the community affiliated hospitals and the University, led by an *Academy Director*.
- b. *Academy Director* means the individual who is responsible for all academic and administrative matters pertaining to the Academy and its educational programs. The Academy Director is appointed by the Faculty of Medicine of the University and is also appointed to the staff of the Academy Hospital or where multiple hospitals form an Academy, at least one of the Academy's hospitals. The Academy Director reports to either the Vice President, Education of the Academy Hospital or such other person as is determined by the Academy Hospital for management of Hospital resources linked to the Academy and to the Dean for the educational program.
- c. *All faculty* means all Hospital staff members who have appointments in a Faculty or Department at the University, including faculty in the categories defined in d), f), g), h) and j) below.
- d. *All Health Professional faculty* means all faculty who are engaged in health professional or clinical practice; that is, all faculty in the categories defined in f) to h) below.

- e. *Chief* means the Chief, Head, Director or other clinical leader of a Hospital Medical-Dental clinical Department or program.
- f. *Clinical faculty (physician)* means an individual or individuals licensed to practice medicine in Ontario, holding a Medical-Dental staff appointment at the Hospital and appointed in accordance with the University Policy for Clinical Faculty as *Clinical faculty* in a University Faculty of Medicine Clinical Department. Clinical faculty may be full-time, part-time or adjunct, and the criteria for each of these are set out in the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2).
- g. *Dentistry faculty* means an individual or individuals licensed to practice dentistry in Ontario, holding a Medical-Dental staff appointment at the Hospital and who is appointed in the University of Toronto Faculty of Dentistry.
- h. *Health Science faculty* means an individual or individuals who are health professional staff or employees of the Hospital and appointed in a Faculty or Department at the University. Health Science faculty are not Clinical faculty (physician) or Dentistry faculty.
- i. *Joint Committee* means a Joint Committee as set out in section XII below.
- j. *Scientist* means an individual who is both employed by the Hospital to conduct research and appointed in a University Faculty or department. This individual engages in both research and education to fulfill the joint academic mission of the Hospital and University.
- k. *Student* means a person formally registered in a Faculty or Department of the University in a course or program of study. A Student may be registered in a certificate, a diploma, an undergraduate, a health professional graduate, a doctoral (MSc/PhD) graduate or a postgraduate medical education program. Persons present in the Hospital in training situations who are not registered as Students of the University are not Students within the meaning of this section.
- l. *Teaching Programs* means programs within various University Faculties or Departments (including, but not limited to: Medicine, Dentistry, the Lawrence S. Bloomberg Faculty of Nursing, Nutritional Science, the Leslie Dan Faculty of Pharmacy, Psychology, Radiation Therapy, Medical Imaging Technology, Nuclear Medicine Technology, the Factor-Inwentash Faculty of Social Work, Institute of Health Policy, Management and Evaluation, Dalla Lana School of Public Health, Physical Therapy, Kinesiology and Physical Education , Occupational Science and Occupational Therapy, Speech Language Pathology, Physician Assistant, Faculty of Applied Science and Engineering) that place Students in the Hospital and, if applicable, its research institute.

I.4.2 Interpretation

- a. Subject to the terms of this Agreement, the University and the Hospital have the right and the authority to make decisions and to exercise their discretionary authority regarding their respective resource allocations, programmatic changes and/or use of or access to their respective premises or facilities.
- b. No person who is not a party to this Agreement has any right to enforce any term of this Agreement.
- c. Except as may be provided herein, this Agreement shall not be interpreted or applied so as to fetter the respective authority, duties or responsibilities of the University or the Hospital under their respective constituting statutes, letters patent, governing legislation, by-laws or policies.

- d. Nothing in this Agreement shall be interpreted or applied so as to interfere with statutory obligations.
- e. Nothing in this Agreement creates an employment relationship between any Student and either the Hospital or the University.
- f. Where any person or position is referred to in this Agreement, except where the Agreement specifies that the responsibility may be delegated, such person may delegate his/her responsibilities only if such delegation has been approved by the Hospital and the University.
- g. References to specific legislation in this Agreement include any amendments made from time to time to such legislation and include any regulations, as amended from time to time, made under such specific legislation.
- h. In the event a provision of any Schedule to this Agreement is inconsistent or conflicts with a provision of the Agreement, the terms of this Agreement shall take precedence and govern to the extent of any such inconsistency or conflict.

I.5 APPLICABILITY OF UNIVERSITY POLICIES TO THE HOSPITAL AND AMENDMENT OF UNIVERSITY POLICES

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

Any proposed changes to the University's Policy for Clinical Faculty (attached as Schedule 1) or its Procedures Manual (attached as Schedule 2) will be referred to the Clinical Relations Committee.

With respect to any proposed changes to the other policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed changes. If agreement cannot be reached in that process, the matter will be referred to an ad hoc Joint Committee.

- ii) The Harmonization of Research Policies (attached as Schedule 7) provides that the University and the Hospital will work together to ensure the highest standards of ethical conduct in research, and to ensure the greatest possible degree of compatibility of their research policies and procedures. Both parties will work together and synergistically to update and harmonize their research environments in the areas addressed in Schedule 7. The policies listed below in this subsection have already been harmonized through this

University-Hospital process. Each policy shall either be used by the Hospital as is, or be adapted by the Hospital to conform to the Hospital's specific circumstances, provided that this adaptation does not change the substance of the policy. The University and the Hospital are bound by these harmonized policies, as amended by agreement of the Hospital and the University from time to time. The University and the Hospital will continue the harmonization process, and new harmonized research policies may be added to this Agreement through amendments as they are agreed to by the parties.

- Harmonization of Research Policies (attached as Schedule 7)
- Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8)
- Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9)
- Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10)
- Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11)
- Framework to Address Allegations of Research Misconduct (attached as Schedule 12)
- Research Misconduct Framework Addendum (attached as Schedule 13)

With respect to any proposed changes to the Harmonization of Research Policies (attached as Schedule 7), revisions will be made by mutual agreement of the parties and will be effective upon the written confirmation of the Hospital President and Chief Executive Officer and the President of the University or the Vice-Provost, Relations with Health Care Institutions.

With respect to any proposed changes to the other policies listed above in this subsection, the University's Vice-Provost, Relations with Health Care Institutions will advise the Hospital of the proposed change, and work collaboratively with the Hospital President and Chief Executive Officer (or his/her delegate) with the goal of obtaining the Hospital's agreement to be bound by the proposed changes or, if the Hospital has a harmonized policy, to amend the Hospital's policy accordingly. If agreement cannot be reached through this process, the matter will be referred to an ad hoc Joint Committee.

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

- Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14)
- Policy On Appointment of Academic Administrators (Schedule 15)
- Policy on Conflict of Interest – Academic Staff (attached as Schedule 16)
- Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17)
- Graduate Supervision Guidelines for Students, Faculty and Administrators (Schedule 18)
- Code of Student Conduct (attached as Schedule 19)
- Code of Behaviour on Academic Matters (attached as Schedule 20)
- Governing Council Report of the Provostial Committee on Centres and Institutes (attached as Schedule 21).
- Policy and Procedures on Academic Appointments (attached as Schedule 22)

- Policy on Ethical Conduct in Research (attached as Schedule 23)
- Policy on Research Involving Human Subjects (attached as Schedule 24)
- Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct (attached as Schedule 25)
- Publication Policy (attached as Schedule 26)
- Policy on Naming (attached as Schedule 27)
- Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (attached as Schedule 28)
- Standards of Professional Behaviour for Medical Clinical Faculty (attached as Schedule 29)
- Standards of Professional Practice Behaviour for All Health Professional Students (attached as Schedule 30)
- Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (attached as Schedule 31)

If the University makes substantive changes to any of these policies, it will advise the Hospital of the changes. With respect to any changes of which it is advised, the Hospital will endeavour to avoid conflicts between the changed policies and Hospital policies and procedures and to advise the University of potential conflicts.

Where the policies of the University referred to in this subsection and policies of the Hospital are in conflict, the matter will be referred to the Joint Committee as set out in Section XII or to other committees as specified in this Agreement or as otherwise agreed by the parties.

- iv) If the University proposes to implement any new policy, procedure or guideline which could have an impact on the parties' obligations under the Agreement, the University will advise the Hospital. If a proposed new University policy, procedure or guideline includes Hospital obligations, the University will work collaboratively with the Hospital with the goal of obtaining the Hospital's agreement to be bound by the proposed policy, procedure or guideline. In no event will any new policy, procedure or guideline that is not agreed to by the parties be binding on the parties.
- v) The University and the Hospital will each use their best efforts to inform their appointees and staff of their respective policies and guidelines and of the importance of adhering to them.

II APPOINTMENT OF FACULTY AND STAFF AND OVERSIGHT BY UNIVERSITY DEPARTMENT CHAIRS AND DEANS

II.1 INTRODUCTION

The parties recognize that it is primarily through their staff that they are able to achieve excellence in their endeavours, and that a primary instrument for effecting this affiliation is through the concurrent appointment of those clinical professionals who teach Students in the Hospital. In making such appointments, the parties acknowledge that each party has its own appointment and/or hiring policies and processes and will each respect the other's policies and processes. In addition, they will cooperate with each other in their efforts and processes to maintain excellence, particularly in relation to faculty assessment and promotion, program evaluation and Student evaluation of faculty.

As per subsection II.3.2 below, all dentists and physicians on Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must hold a current University appointment. Apart from those dentists and physicians, not all Hospital health professionals will have University appointments. Only those who are in clinical departments and programs

that are listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below) and who teach University Students will be eligible for a University appointment.

II.2 POLICIES GOVERNING APPOINTMENTS

The applicable policies of each party will be followed by that party in the hiring, appointment, promotion, disciplining, suspension and termination of faculty by such party. The terms and conditions of the appointment of faculty are detailed in the appropriate documents of the two parties. All faculty will be fully informed in those documents about obligations to their respective institutions including, but not limited to, annual activity reporting, academic promotion and research productivity as applicable. The review, renewal or non-renewal and termination processes for both University and Hospital appointments shall be done in accordance with the respective policies of the University and the Hospital as appropriate.

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

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

The parties will work co-operatively with respect to academic performance evaluations of faculty who, because of their job descriptions, require concurrent appointment and/or hiring between the University and Hospital, and neither party will approach or contact such individuals about academic performance evaluation independently of the other.

The Hospital acknowledges that the University will appoint Clinical faculty (physicians) in accordance with the Policy for Clinical Faculty (attached as Schedule 1) and the Procedures Manual for Policy for Clinical Faculty (attached as Schedule 2). For those faculty to whom the Policy for Clinical Faculty does not apply (i.e. non-physician faculty), University appointments will be made in accordance with the Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (attached as Schedule 14).

II.3 APPOINTMENT OF HOSPITAL MEDICAL-DENTAL TEACHING STAFF

II.3.1 Staff Complement

The Medical-Dental teaching staff of each of the clinical departments and/or programs of the Hospital where Students are taught (as listed in a list of Student placements agreed to by the University and the Hospital (see III.2 below)) shall consist of a Chief and such other members as it is mutually agreed upon between the Hospital and the University as are necessary to render exemplary teaching and research.

II.3.2 University Appointment and Promotions

Those members of the Hospital Medical-Dental staff who teach Students and are responsible for a course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Health Science Faculty of the University at such ranks and of such categories as the University may determine.

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

If any such staff member ceases to hold either a Hospital or University appointment, the party where this occurs shall promptly inform the other. This communication shall be the responsibility of the Hospital President and Chief Executive Officer (or delegate) and the Dean of the appropriate Faculty.

II.3.3 Hospital Appointment

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

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

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

II.3.4 Terms and Conditions of Appointments

The terms and conditions of appointment are set out in separate University and Hospital appointments. Appointments set out responsibilities for teaching, research and administration. Part-time and adjunct faculty are normally not funded through the University payroll for teaching. The University and the Hospital will negotiate, within the budgetary framework of the University, financial support from the University for administrative oversight of teaching of Students within specific programs, and will set out these terms in a separate letter of understanding as necessary.

II.3.5 Faculty of Dentistry Appointments

The terms and conditions of Faculty of Dentistry appointments are set out in the University and Hospital appointments. Assignment of clinical responsibilities and related compensation arrangements for clinical practice are the prerogative of the Hospital and/or practice plans.

Each member of the Dental faculty will conclude annually with his/her Hospital Chief and the Dean of the Faculty of Dentistry, agreements which state her/his University salary if any, and which sets out her/his responsibilities to the University and the Hospital for teaching, research and administration. Assignment of clinical responsibilities and related compensation arrangements for clinical practice are the prerogative of the relevant clinical Chief. Subject to any legal restrictions, these agreements will be disclosed on request to the Hospital's President and Chief Executive Officer (or delegate) and the Vice-Provost, Relations with Health Care Institutions.

II.3.6 Clinical Faculty (Physicians) in the Faculty of Medicine

i) Policy for Clinical Faculty and Procedures Manual for Policy for Clinical Faculty

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

ii) Appointment of Clinical Faculty (Physicians)

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

iii) Academic Group Practices

Some Clinical faculty (physicians) will develop academic group practices through which funds from professional practice at the Hospital will be collected by the physician group and used for academic enrichment of the Hospital Department concerned ("Practice Plans"). The arrangements under which any such group practices function should be consonant with the patient care responsibilities of the Hospital and the academic missions of both the University and the Hospital.

If any Practice Plan now or in the future meets the definition of a "conforming practice plan" as defined in the Procedures Manual, its members shall be considered participants in a conforming practice plan for the purposes of the Policy for Clinical Faculty and its Procedures Manual.

iv) Dispute resolution for Academic Disputes

Academic disputes involving Clinical faculty (physician) members will be dealt with in accordance with the Procedures for Dealing with Academic Disputes (Procedure 3.0 in the attached Schedule 2). The Hospital accepts the jurisdiction of the (Clinical Faculty) Academic Clinical Tribunal (set out in Schedule 2) as regards disputes involving academic freedom concerns in the clinical setting for eligible clinical faculty. The Tribunal's decision will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of academic freedom, and a delineation of the implications of the breach for the complainant. The decision shall be final and binding on the complainant and the Hospital and the University. The Tribunal has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University or the Hospital, or to substitute any new provision thereof.

II.4 APPOINTMENT OF HEALTH SCIENCE FACULTY TO THE UNIVERSITY

The University will use reasonable efforts to promote the appointment of Health Science Hospital staff (i.e., non-physicians or dentists) as Health Science faculty and will work with the Hospital to clearly communicate the criteria for such appointments. Health Science faculty may be given teaching appointments by the University in the appropriate Faculty at such rank and in such category as the University may determine. The University will not give University appointments to Health Science faculty

without first obtaining the consent of the Hospital's President and Chief Executive Officer or her/his delegate.

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

Those Health Science faculty holding appointments at the Hospital who teach Students and are responsible for a University course or a substantial part of a course and/or grade Students must qualify for and hold University appointments in the appropriate Faculty of the University at such ranks and of such categories as the University may determine. In particular, Health Science faculty supervising University graduate students (doctoral, doctoral-stream masters) with respect to their graduate work must also hold an appointment in the School of Graduate Studies.

The University may develop further policies and guidelines governing Health Science faculty.

To facilitate the appointment to the University of senior Health Science staff and practice leaders of the Hospital, the President and Chief Executive Officer of the Hospital (or delegate) will consult with the Deans (or their delegates) of the appropriate University Faculties and departments when such appointments are made to the Hospital, and, if the Hospital deems it appropriate, invite the Deans to be members of Hospital selection and appointment committees.

II.5 APPOINTMENT AND REAPPOINTMENT OF HOSPITAL MEDICAL DENTAL DEPARTMENT CHIEFS, HEADS AND DIRECTORS

Subject to any conflicting provisions in the Hospital's by-laws, the Hospital will use its best efforts to comply with the terms of this section. In the event of a conflict between the terms and conditions of this section, and the Hospital's by-laws, the Hospital shall use reasonable efforts to amend its by-laws in a timely manner to be consistent with the terms of this section. Until such an amendment of the Hospital by-laws is completed, the Hospital will continue to consult with the University Department Chair (or, in the case of Dentistry, the Dean) or his/her delegate before appointing or reappointing a Chief of a Medical or Dental Department in which significant teaching takes place.

The appointment of a Chief of a Medical or Dental clinical department now or hereafter established, shall be made by the Hospital upon the recommendation of a search committee established for that purpose by the President and Chief Executive Officer of the Hospital. Each search committee will include a representative of the University that will be the Dean of the Faculty of Dentistry or Medicine, as appropriate (or her/his delegate).

A Chief shall be appointed by the Board of the Hospital for one (1) five-year term to commence on the termination date of the previous Chief or as soon thereafter as practicable.

Prior to the reappointment of a Chief who has served in that capacity for one (1) five-year term, there shall be a major performance review, by a committee established by the Hospital's President and Chief Executive Officer, with representation from the Dean of Medicine or Dentistry (or her/his delegate).

Prior to the reappointment of a Chief who has served in that capacity for two (2) consecutive five-year terms, there shall be a formal open search to which the existing Chief may apply. The search will be conducted by a committee appointed on the terms and conditions set out above.

In extraordinary circumstances, after two (2) consecutive five-year terms, the incumbent may be given consideration for an additional appointment. Thus, the search committee may recommend to the Hospital's President and Chief Executive Officer that the incumbent be reappointed without a more

extensive search process. In such cases, the search committee will be required by the Hospital's President and Chief Executive Officer to document the reasons for this recommendation. The Hospital's President and Chief Executive Officer will then decide whether to accept the recommendation or to ask the search committee to conduct a broader search with the understanding that the incumbent may be a candidate if he/she so wishes.

Notwithstanding the above, in the case of a very small department (generally understood to be departments having five (5) or fewer physicians), it may be impractical to appoint a new Chief based on a ten-year rotation policy. Hence, in such departments, the Hospital, in consultation with the University, may waive the turnover policy.

After three (3) consecutive five-year terms, a broad search will be conducted even if the incumbent is a candidate for the position.

Subject to the above, the appointment of a Chief of a Medical or Dental Department now or hereafter established shall be made in accordance with the Hospital's by-laws, policies and/or procedures.

With respect to the appointment or reappointment of Heads of Divisions and Directors of specialties (as defined by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians Canada) of a medical or dental clinical program, the Hospital may decide to apply the above provisions if it wishes to do so.

II.6 APPOINTMENT OF CHAIRS OF UNIVERSITY DEPARTMENTS

Collectively the TAHSN associate member hospitals will have representation as appropriate in searches for Clinical Department Chairs, where there is significant teaching in the cognate hospitals' Departments or programs.

In the search for an appointment of a Department Chair the University will follow its Policy on Appointment of Academic Administrators (attached as Schedule 15). When the University wishes to appoint a staff member of the Hospital as a Department Chair, the Dean of the appropriate Faculty will consult with the Hospital's President and Chief Executive Officer prior to offering the position to the staff member concerned.

II.7 UNIVERSITY APPOINTMENT OF SCIENTISTS

II.7.1 Policies and Procedures to be Followed

The parties will encourage the concurrent Hospital employment or appointment and University appointment of Scientists between their institutions. During these processes, the policies and procedures of the parties will be followed appropriately.

The University and the Hospital may develop further policies or guidelines governing Scientists.

II.7.2 Responsibility for Appointments

Within the University, the responsibility for making the decision to offer an appointment and for determining the rank and type of appointment lies with the Department Chair or Dean of the respective Faculty. Within the Hospital, responsibility for appointment or employment of a Scientist resides with the appropriate officials of the Hospital.

II.7.3 Responsibilities of Concurrent Appointees or Hospital Employees who hold a University Appointment

Prior to recommending a University appointment for a Scientist, the Department Chair, Director or Dean of the University department, institute or Faculty as appropriate, will prepare a letter defining the specific University responsibilities of the proposed appointee, and referring to applicable University policies and to the concurrent Hospital appointment or employment arrangement. This letter will be reviewed by the Hospital President and Chief Executive Officer or his/her delegate and signed by the proposed University appointee. Similarly, with respect to the Hospital appointment or employment, the Hospital will prepare a letter defining the Hospital responsibilities of the proposed appointee or employee, and referring to applicable Hospital policies and to the University appointment, and the letter will be reviewed by the University and signed by the proposed Hospital appointee or employee. The duties of Hospital appointed or employed staff who are awarded a University appointment will normally include, in addition to their Hospital duties, University teaching at any of the undergraduate, graduate and postgraduate levels, attendance at University departmental seminars and meetings, and contributions to the administrative responsibilities and overall life of the University department and/or Faculty.

II.8 APPOINTMENT OF SENIOR STAFF OF THE HOSPITAL AND OF THE HEALTH SCIENCE DIVISIONS OF THE UNIVERSITY

Because of the mutual importance of the appointments of senior Hospital officers with academic responsibilities, the President and CEO of the Hospital will consult with the Vice-Provost, Relations with Health Care Institutions regarding such appointments.

Because of the mutual importance of the appointments of the Vice-Provost, Relations with Health Care Institutions and the Deans of the Health Science Faculties, the University will in general invite representation from the Toronto Academic Health Science Network to be part of the University search committees.

II.9 CONFLICT OF INTEREST AND COMMITMENT OF UNIVERSITY APPOINTEES

The University expects All faculty to perform their duties in accordance with the Policy on Conflict of Interest – Academic Staff (attached as Schedule 16), which sets out the University's expectations for its academic members of staff concerning their commitment to the University's mission, goals and objectives in relation to their outside and related activities. The Hospital expects All faculty to perform their Hospital staff duties in accordance with the relevant Hospital policies and by-laws.

II.10 REVIEW OF ACADEMIC APPOINTEES

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

III TEACHING

III.1 INTRODUCTION

The Hospital acknowledges that the University has primary responsibility for the Teaching Programs in which Students are enrolled, whether those programs are located on or off the University's property. Accordingly, the Hospital recognizes the University's ultimate authority with regard to decisions made with respect to its Teaching Programs. Nevertheless, the University acknowledges the valuable role and specific functions carried out by All faculty who are engaged in the academic teaching mission, in the planning, administration, funding, presentation and review of its Teaching Programs, as well as the use of Hospital premises and access to the Hospital's client populations for clinical teaching, and therefore will involve the Hospital in these processes as appropriate.

The Hospital and the University are committed to maintaining coordination, avoiding duplication and fostering effective synergism in their total education efforts. Thus, they will consult each other on all new programs and plans with the intent of identifying early areas and projects for joint development. Further, they will exchange education evaluation data and all information relevant to their joint education mission in a timely fashion, unless prohibited by law or University or Hospital policy. This liaison and communication will be effected through the Vice-President Education (or equivalent) of the Hospital, and appropriate Deans or their delegates in the Health Science Faculties. The Chief Nursing Executives Committee, the TAHSN Education Committee, the Hospital and University Education Committee, the Hospital University Nursing Education Committee and the University Partnership for Academic Rehabilitation will ensure that appropriate processes and structures are in place for their respective Faculties to effect the above goals and cooperation. Communication between the Hospital and the rest of the University will be effected through the Vice-Provost, Relations with Health Care Institutions.

The Hospital recognizes the University's interest in program priorities because of their effect on teaching, and will accordingly involve the University in any reassessment of those priorities.

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 parties accept their responsibilities to each other with regard to teaching, within the limits of their financial resources and respective policies

The University and the Hospital agree to follow the Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (attached as Schedule 3).

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

III.2 HOSPITAL STUDENT PLACEMENT COMMITMENT

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

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

The parties also agree that post-graduate Students assigned to the Hospital may not be transferred or reassigned by the University to another affiliated hospital to provide clinical services, without prior Hospital consultation and approval by the Hospital's Vice-President Education (or equivalent).

University health professional education programs will prepare annually a curriculum outline and the proposed list of Student placements at the Hospital.

The University will deliver the proposed list of Student placements to the Hospital at least 10 months in advance of the start of every academic year for each program. The Hospital will consider whether it can accommodate the proposed Student placements, and the Hospital and the University will negotiate in good faith to reach agreement on the proposed list of Student placements at least 8 months in advance of the start of each academic year. Any subsequent changes to the list of Student placements will be agreed upon by the program leader of the cognate University Faculty, Department or program and the Vice-President Education (or equivalent) at the Hospital at least 4 months in advance of the start of the academic year. If agreement cannot be reached at any stage, the appropriate Dean, or, if relevant, Department Chair, and the Hospital's President and Chief Executive Officer will endeavour to negotiate an agreement.

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

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

The Hospital undertakes that any teaching of students from other educational institutions will not compromise its ongoing teaching commitment to the University. The University undertakes that, subject to requirements of the Guidelines for the Assignment of Postgraduate Medical Trainees, any assignment of Students to other hospitals or teaching sites (or other clinical settings) will not compromise its ongoing commitment to assign Students to the Hospital.

III.3 MEDICAL ACADEMIES

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

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

The University, in consultation with the Hospital, will determine and document the appropriate academic structure and governance for the Academy of which the Hospital is a member.

The appointment of the Academy Director of an Academy in which the Hospital is a member will be made by the University in accordance with University policies and procedures, upon the recommendation of a search committee established for that purpose by the University that will include a representative of the Hospital. The Hospital will also participate in or have a representative on any committee established by the University for the purpose of performance reviews and re-appointments of the Academy Director at the Academy in which the Hospital is a member.

III.4 STUDENTS

III.4.1 Placement of Students

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

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

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

The Faculty of Medicine will assign postgraduate Students to teaching hospitals and sites and other clinical institutions in accordance with the Guidelines for the Assignment of Postgraduate Medical Trainees (attached as Schedule 17).

Students enrolled in Teaching Programs within Departments and Faculties including, but not limited to, the Departments of Occupational Science and Occupational Therapy, Physical Therapy, Speech/Language Pathology and Radiation Oncology, Dalla Lana School of Public Health, the Lawrence S. Bloomberg Faculty of Nursing, the Leslie Dan Faculty of Pharmacy, the Faculty of Dentistry and the Factor-Inwentash Faculty of Social Work are assigned to the Hospital in accordance with the curriculum plan for each clinical course or program and with the Hospital's ability to provide an appropriate placement.

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

III.4.2 Transfer of Students

The Hospital will transfer Students of the University assigned to it for training and experience to another hospital or site or clinical facility only in collaboration with and with approval of the appropriate Department Chair and Dean or their delegates. However, provided it informs the University, the Hospital may, at its discretion, assign Students to training activities in other training sites for part of the Student's rotation at the Hospital. The assignment of medical Students to other affiliated hospitals within an Academy will follow the relevant guidelines for the Medical Academy.

III.4.3 Termination of Student Placement for Unacceptable Behaviour

The University recognizes the right of the Hospital, after consultation with the appropriate University Dean or Department Chair, to terminate the placement in the Hospital of an individual Student, if the Student's behaviour or activities are considered by the Hospital to be unacceptable according to relevant Hospital policies. If the behaviour, conduct or activities of a Student is considered to be unacceptable to the University, that Student will be treated by the University in accordance with the University's Code of Student Conduct (attached as Schedule 19) and by the Hospital in accordance with any applicable Hospital policies.

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

III.4.4 Code of Behaviour on Academic Matters and Standards of Professional Practice and Behaviour

In order to protect the integrity of the teaching and learning relationship, the University's Code of Behaviour on Academic Matters (attached as Schedule 20) will apply to its faculty and Students in the Hospital.

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

III.4.5 Specification of the Responsibility for Treatment, Follow-Up, and Associated Financial Responsibility in the Event of Student (including Undergraduate Medical Student) Injury or Exposure to an Infectious or Environmental Hazard

- a) The University and the Hospital are committed to protecting the health and safety of Students participating in training on the premises of the Hospital as assigned per this Agreement.
- b) The University undertakes to ensure that Students are educated about exposure, injury, treatment and follow-up, including their professional responsibility for self-care (as appropriate) before they are placed in the Hospital. Furthermore, the University undertakes to include education of Students about the effects of infectious and environmental disease or disability on Student learning activities.
- c) The University commits to informing all Students of University policies and procedures relevant to this issue before the Students will be permitted to undertake any educational activities that would place them at risk of injury or exposure to infectious disease. Likewise, the Hospital commits to informing all Students of any Hospital policies and procedures relevant to this issue.
- d) Immediate Treatment
 - i) All Students placed in the Hospital per this Agreement will be advised to access services through the Occupational Health unit of the Hospital (or other appropriate Hospital unit) in the event of an injury or an exposure to an infectious or environmental hazard that occurs during the course of their placement. The Occupational Health unit will facilitate the Student's access to immediate treatment within the Hospital or the Student's transfer to another clinical site if appropriate care is not available within the Hospital.
 - ii) Outside of the operating hours of the Occupational Health unit of the Hospital, all Students who incur an injury or exposure to an infectious or environmental hazard must present at the Hospital's designated site for after-hours care of workplace injuries for treatment. The Occupational Health unit of the Hospital commits to making readily available the details of the after-hours protocol.
- e) Follow-up
 - i) Follow-up care may include but is not limited to counselling and medical treatment.

- ii) Follow-up administrative support may include but is not limited to the completion of forms and other documentation related to the injury or exposure.
- iii) The University will provide access to a reasonable level of follow-up administrative support to Students who incur an injury or exposure to an infectious or environmental hazard in the course of their placement with the Hospital. The relevant Teaching Program will specify the individual or individual(s) who hold primary responsibility for providing this administrative support.
- iv) The nature of and responsibility for follow-up care will be determined jointly by appropriate representatives of the University and the Hospital, on a case-by-case basis, in a timely manner. As an outcome of this discussion, the Student will be presented with one or more of the following options regarding where they may access follow-up care:
 - At the location where the injury/exposure occurred
 - With the University's student health services
 - With a physician of his/her own choosing (e.g. his/her family doctor)
 - At his/her Academy base site (for undergraduate medical Students)
 - Through another care provider arranged by the University
- f) Financial responsibility
 - i) The Ministry of Training, Colleges and Universities ensures that all Students who are placed in the Hospital on unpaid placements under their program of study are eligible for either Workplace Safety and Insurance Board (WSIB) coverage of claims or private insurance for coverage of claims.
 - ii) To safeguard Students' access to financial compensation under WSIB coverage, the University and the Hospital are each responsible for the timely reporting of all incidents involving Students who incur an injury or exposure to infectious or environmental hazards while on the premises of the Hospital.
 - a. The Hospital commits to the immediate reporting to the University of any Student injury or exposure to infectious or environmental hazard.
 - b. Upon notification by the Hospital, the University commits to the reporting of the incident to the WSIB within the maximum timeframe specified by the WSIB.

III.5 HOSPITAL CLINICAL PROGRAM PLANNING AND REVIEW

III.5.1 Program Planning

While recognizing its own authority and responsibility for the content and quality of the programs in which it places its Students, the University notes the essential role of All faculty in the presentation of clinical and practical experiences and programs of instruction to Students. Thus, where there is core curriculum teaching in a department or program at the Hospital, the Deans of the University's Faculties and Schools, or their delegates, will invite the Hospital to participate in the planning of the programs and experiences to be offered to Students in related Departments at the University. Hospital participation could range from representation on University divisional/departmental education/curriculum committees to informal meetings between course coordinators and Hospital preceptors.

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

The Hospital will notify the appropriate Dean or her/his delegate(s) of any proposed change in Hospital strategic plans and Ministry of Health and Long-Term Care or Local Health Integration Network accountability agreements that would affect directly or indirectly the Teaching Programs of the University and/or the practical experiences offered to Students and will invite the University to comment prior to making any such changes.

III.5.2 Quality Control

In order to assess the quality of and maintain the highest standards in its Teaching Programs, the University employs a variety of evaluative tools. Foremost among these is the review process, using either internal or external reviewers as deemed appropriate.

Some reviews are mandated by external organizations such as accreditation bodies, while others are initiated from within the University. In addition, Students are asked regularly to evaluate the performance of teaching staff following a particular course, part of a course or practical experience. Department Chairs and Deans also review annually the performance of academic staff in all areas of staff responsibilities including teaching.

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

The University will use its best efforts to provide the Hospital with copies of the usual performance evaluations by Students of the Hospital's teaching staff. The University acknowledges the importance of these evaluations to the mission of the Hospital and recognizes that they also bear upon the success of the Hospital in achieving its own objectives.

III.5.3 Responsibility to Inform of Circumstances Affecting Teaching Programs

The parties acknowledge that decisions of accreditation authorities, requirements of the Professional Association of Internes & 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 of the Hospital.

III.5.4 Availability of Patients for Teaching

The Hospital will allow Students, for teaching purposes, access to such of its patients and their personal health information, both in-patients and ambulatory patients, as are necessary to meet its teaching commitments set out in the list of Student placements agreed to by the University and the Hospital, in accordance with applicable laws and subject to such restrictions as are imposed by the Hospital staff for clinical reasons and by Hospital patients, including any exercise of their right to refuse Student access.

The Hospital will use its best efforts to provide the necessary mix of patients to meet the educational needs of Students placed in the Hospital. In exceptional circumstances if the Hospital ascertains that it will not be able to meet Students' needs in any program or area as previously agreed upon, it will promptly advise the appropriate Department Chair or Dean and assist in finding alternate arrangements for the Students.

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

III.5.5 Facilities

The Hospital will provide space for instruction with appropriate services for clinical instruction as agreed to by the Hospital Education Coordination Office and/or the Hospital's Vice-President Education (or equivalent) and the relevant Faculty Dean(s). Where practicable, the Hospital will provide the necessary information technology facilities for clinical instruction including hardware and relevant software.

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

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

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

Within available resources, the Hospital recognizes the need to endeavour to provide space for instruction with appropriate services for clinical instruction for non-medical Students, in accordance with any relevant accreditation standard requirements for non-medical undergraduate programs with respect to space and facilities.

The sharing of infrastructure expenses between the University and the Hospital will be negotiated in good faith from time to time among the University Department Chairs, the Deans and the Hospital's Vice-President Education (or equivalent).

III.5.6 Continuing Education and Professional Development

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

IV NON-DISCRIMINATION AND HUMAN RIGHTS

The University and the Hospital are committed to human rights and shall comply with the Human Rights Code (Ontario) and other applicable rights and equity legislation. The parties will remain committed to the principle of fair and equitable treatment for all.

The parties are committed to having an environment free of prohibited discrimination and harassment. Each party will adopt their own appropriate policies with respect to discrimination and harassment and will have guidelines as to how it will deal with allegations of prohibited physical and verbal harassment and sexual harassment. In the cases of allegations of sexual harassment, the parties agree to follow the Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the

University of Toronto arising in University-Affiliated Health Institutions (attached as Schedule 4) for determining which sexual harassment policy applies and whether the University or the Hospital is responsible for dealing with a complaint.

V WORKPLACE VIOLENCE

When the Hospital becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or faculty member, the Hospital will, if in its view it is appropriate to do so, inform the Vice-Provost, Relations with Health Care Institutions as soon as reasonably practicable, regardless of whether or not the Student or faculty member is an employee of the Hospital.

When the University becomes aware of an incident or complaint of workplace violence as defined in the Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009, including an attempt or a threat of workplace violence, by or against a Student or faculty member, the University will, if in its view it is appropriate to do so, inform the Hospital as soon as reasonably practicable.

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

VI RESEARCH

VI.1 INTRODUCTION

The Hospital and the University recognize that research in the health and related sciences will consist of programs which may be conducted either totally in one or more teaching hospitals, totally on the premises of the University, or partly in a hospital and partly in the University.

The Hospital and the University will endeavour to maintain coordination and foster effective synergism in their total research efforts. Thus, in keeping with this commitment, they will consult on new research programs and plans with the intent of identifying early areas and projects for joint development. Further, they will exchange research funding data and information annually. This liaison and communication will be effected through the Vice-President Research of the Hospital or equivalent, and appropriate Deans in the Health Science Faculties.

In achieving their common goals in research, where possible, the parties will involve each other in their research strategic planning and recruitment processes. Within available resources they will support the efforts and requirements of each other to achieve and maintain excellence. They will endeavour to coordinate their efforts in research, research support, development and public relations, and in seeking and maintaining linkages with funding agencies, industry and governments. They will assist and cooperate with each other's review and accountability processes when requested and will offer constructive evaluation and criticism of each other's total research efforts. The parties accept their responsibilities to each other with regard to research within the limits of their available resources.

VI.2 CENTRES, INSTITUTES AND EXTRA-DEPARTMENTAL UNITS

The Hospital and the University recognize that it is appropriate from time to time to take advantage of the synergy created by bringing together experts in a new or interdisciplinary field into a new administrative organization. In establishing such administrative units, the University will follow the provisions of the Governing Council Report of the Provostial Committee on Centres and Institutes (attached as Schedule 21). If, in creating such units, the Hospital wishes a unit to be designated as a University academic unit, then the procedures and requirements of Schedule 21 will be followed.

VI.3 RESEARCH CHAIRS AND PROFESSORSHIPS

In the establishment and maintenance of research chairs and professorships, the University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) will be followed.

In making appointments of persons to endowed or designated chairs or professorships, the University's Policy and Procedures on Academic Appointments (attached as Schedule 22) or the Policy for Clinical Faculty (attached as Schedule 1) and its Procedures Manual (attached as Schedule 2), where relevant, will be followed.

VI.4 INVENTIONS AND INTELLECTUAL PROPERTY

Both the University and the Hospital have their own policies regarding the ownership and treatment of inventions and intellectual property. The protocol as between the University and the Hospital regarding inventions and intellectual property is set out in a separate agreement, which is attached as an Appendix. Faculty of Medicine graduate Students and their supervisors are also governed by Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (attached as Schedule 8).

VI.5 THE CONDUCT OF RESEARCH

VI.5.1 Ethical Conduct

The parties expect the highest standards of ethical conduct in every aspect of research. To this end, All faculty and Students will be expected to adhere to all relevant policies on ethical conduct of research, following the University Policy on Ethical Conduct in Research (attached as Schedule 23) when conducting research on campus and following the parallel Hospital policy when conducting research at the Hospital.

Faculty with appointments in the University Faculty of Medicine will also adhere to all relevant Faculty guidelines, including the Principles and Responsibilities Regarding Conduct of Research (attached as Schedule 11), Protection for Intellectual Freedom and Publication Rights (attached as Schedule 9), and the Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (attached as Schedule 10).

Where there is an allegation of research misconduct against any faculty member, the University's Framework to Address Allegations of Research Misconduct (attached as Schedule 12) and Addendum (attached as Schedule 13) set out the criteria to determine which representative of the Faculty and/or Hospital will deal with the allegations. The Hospital will develop and maintain policies regarding research misconduct within its jurisdiction which are consistent and congruent

with the University and Health Faculties' policies and which have parallel processes for dealing with allegations of research misconduct.

VI.5.2 Human Subjects Research

Conducting human subjects research is advantageous to advance knowledge and ultimately to improve healthcare and health outcomes. The Hospital and University recognize the importance of facilitating human subjects research as part of the joint academic mission. The Hospital and University are also committed to ensuring that human subjects research is conducted in a manner that meets or exceeds ethical standards.

The Hospital will operate its own Research Ethics Board (REB) or Boards (or be part of an REB consortium) that will be separate and independent from the University REB and that will be operated in a manner consistent with the principle of harmonization of research ethics and research policies set out in this Agreement. The Hospital agrees its own REB or REBs (or the REB consortium) will adhere to the Tri-Council Policy Statement (and its updates) and applicable legislation, including but not limited to the Personal Health Information Protection Act, 2004 and O.Reg 245/06. In the event that the Hospital does not have its own REB, it agrees to accept the review of a Board accepted by the University. The University and the Hospital will continue to work on harmonization of issues regarding Research Ethics Boards (such as a standardized Human Subjects Research Application form).

Human subjects research protocols may undergo full and independent review by several institutional Research Ethics Boards (REBs). This redundancy is inefficient. Greater efficiency may be achieved through shared and/or compatible administrative organization and infrastructure including, for example, executing REB Board of Record agreements among academic partner Hospitals. ("REB Board of Record Agreement" means that a protocol/project that involves multiple partner Hospitals is reviewed by a designated Hospital's REB and that the boards of other Hospitals delegate primary responsibility for reviewing and approving the protocol/project to the single Hospital's REB).

Arriving at such a mechanism will require governance concurrence in the light of the Tri-Council Policy Statement. The Statement indicates that the highest body of the institution (such as the President, Rector, or CEO (or an equivalent body, such as a governing council, board of directors or council of administration)) establishes the REB and that REBs "are independent in their decision-making and accountable to the highest body that established them for the process of research ethics review".

Thus, to reach an agreement that will reduce redundancy in ethical reviews of human subjects research, the Hospital and University agree to be part of a working group with membership from the University and all fully affiliated hospitals and TAHSN associate member hospitals. The University agrees to convene and chair the working group through the Vice-Provost, Relations with Health Care Institutions.

VI.5.3 Conflict of Interest

All faculty conducting research at the Hospital will be governed by the conflict of interest policy of the Hospital.

VII HEALTHCARE DELIVERY

In supporting the Hospital in achieving its objectives and carrying out its responsibilities in healthcare delivery and patient care, the parties acknowledge that the Hospital is solely responsible for all healthcare delivery and patient care that occurs on the Hospital's premises or under the Hospital's jurisdiction.

Nevertheless, the Hospital recognizes that the University has an interest in patient care and healthcare delivery, as they impact on the teaching of Students and on research. The Hospital will involve the University as it considers appropriate in the planning and review of procedures for patient care and the delivery of health care.

The University will support the Hospital in its efforts and requirements to maintain excellence in its standards of patient care and healthcare delivery particularly with regard to such processes as accreditation and review, and through the offering of constructive evaluation to the Hospital.

VIII LIBRARY AND INFORMATION SERVICES

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

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

IX FUNDRAISING FOR ENDOWED CHAIRS AND PROFESSORSHIPS

Fundraising from private sources is an important source of funding for endowed chairs and professorships, which benefit both the Hospital and the University. The parties recognize that their fundraising constituencies overlap and that normally their fundraising campaigns and activities will operate independently. But it is anticipated that opportunities will arise from time to time where joint fundraising for endowed chairs and professorships will be appropriate or where they will be able to assist each other in their separate endeavours. To this end, the parties will endeavour to inform each other of their fundraising plans and priorities for endowed chairs and professorships.

The University's Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives (attached as Schedule 5) will be followed in connection with endowed chairs and professorships. This does not preclude the Hospital from starting the process of establishing a Hospital / University endowed chair. As early as possible, the appropriate Hospital research or clinical leader should consult with the relevant Department Chair and/or the relevant Dean to ensure that the proposed endowed position is consistent with approved academic plans, objectives and mission. The Hospital's naming policy and the University's Policy on Naming (attached as Schedule 27) will both be applied in the naming of the benefaction.

X UNIVERSITY AND HOSPITAL USE OF NAMES AND INSIGNIAS AND ACKNOWLEDGMENT OF INSTITUTIONAL AFFILIATION

The University encourages the use by the Hospital of the University and Faculty names and insignia as appropriate on letterhead and on all other materials in the ordinary course of business (e.g., websites, correspondence, course materials) in matters that are directly relevant to the affiliation with the University. The University will similarly refer to its affiliation with the Hospital as appropriate on materials in the ordinary course of business in matters that are directly relevant to the affiliation. Each party has a responsibility for safeguarding the names and insignia of the other, and, if there is any doubt as to appropriate use, for seeking clarification from the other party.

Authorization to each party to use the name and official form of the logo(s) of the other party is limited to the purpose of officially recognizing the affiliation between the parties. Use of the name or logo(s) of a party for any purpose other than officially recognizing the affiliation between the parties requires prior written authorization from that party.

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

XI NOTIFICATION AND CONSULTATION

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

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

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

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

If to University of Toronto:

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

If to Hospital:

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

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

XII COORDINATION AND LIAISON

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

The University and the Hospital will continue to advance their joint mission through organizations such as the Chief Nursing Executives Committee, the Hospital and University Education Committee, the Hospital University Nursing Education Committee, the University Partnership for Academic Rehabilitation and the Toronto Academic Health Science Network (and its Education Committee and other committees).

The Vice-Provost, Relations with Health Care Institutions will, in consultation with the Hospital, endeavour to identify additional committees, working groups and task forces that might need to be developed to advance the joint mission. These additional committees, working groups and task forces shall, in general, include representation from the University and from the Hospital (or from the TAHSN associate member hospitals)

XII.2 LIAISON

XII.2.1 Hospital

Each health profession discipline will have an assigned leader in the Hospital, such as the Chief, with whom the leader of the University programs will work directly. Generally, teaching placement and evaluation are the responsibility of the assigned leader.

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

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

The parties recognize the independence and autonomy of the Hospital Board in the appointment of its Board representatives and the importance of the Hospital appointing a Board member with academic expertise to assist in the fulfillment of the terms of this Agreement. When the Hospital begins the process of searching for a Board member with academic expertise, it will advise the University and ask the University for a list of Board representative nominees with academic expertise for the Hospital's consideration. The Hospital agrees to appoint a Board representative with academic expertise, after prior consultation with the University on the academic expertise qualifications of any Board nominees.

XII.2.2 University

The University will establish and maintain an Office of Community-Academic Relations and appoint a Director, Distributed Medical Education to assist with the liaison functions in advancing the clinical teaching in the Hospital and to support the implementation of new affiliation agreements.

XIII CONFORMITY WITH OTHER TAHSN ASSOCIATE MEMBER HOSPITAL AGREEMENTS

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

XIV MAINTENANCE OF AFFILIATION

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

As needed, issues arising from this Agreement may be referred to an ad hoc Joint Committee. A Joint Committee may be struck by either party as needed to address issues arising from this Agreement,

relations between the parties and proposed changes to the policies of either institution that are referred to it, and will be comprised of equal numbers of representatives from the University and Hospital. The Committee will be co-chaired by the Vice-Provost, Relations with Health Care Institutions and the Hospital President and CEO (or their delegates), each of whom will appoint members to represent their institution. The Committee may at its discretion add ad hoc members in equal numbers from the Hospital and University from time to time to assist it with any issue. A Joint Committee will meet on an as needed ad hoc basis, at times and locations to be mutually agreed to by the parties. Either party may call a meeting of a Joint Committee. The Committee shall consider and make recommendations to the University and to the Hospital with respect to matters referred to it and, in addition, the Committee shall perform any duties assigned to it by the terms of this Agreement. The Joint Committee will use its best efforts to reach mutually acceptable solutions to disputes between the University and the Hospital related to this agreement; if no agreement can be reached on a particular issue, the parties will continue to implement the balance of the Agreement so far as practicable.

XV LIABILITY, INDEMNIFICATION AND INSURANCE

XV.1 LIABILITY

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

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

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

XV.2 INDEMNIFICATION

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

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

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

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

XV.3 INSURANCE

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

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

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

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

XV.4 STUDENT WORKPLACE INSURANCE

Neither the Hospital nor the University is responsible for Workplace Safety and Insurance Board premiums for Students, but the University will be responsible for arranging the relevant WSIB documentation regarding coverage for eligible Students.

XVI TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

The term of this Agreement is for five (5) years from January 1, 2013 to December 31, 2017.

The University and the Hospital will commence discussions regarding renewing this Agreement eighteen (18) months before its expiry date.

If, at the end of the term, a new agreement has not been executed and neither party has given 12 months prior written notice of their intention not to renew this Agreement, then this Agreement will survive until such time as either a new agreement is executed or this Agreement is terminated by either party giving the other 12 months prior written notice.

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

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

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

This Agreement and the Appendix to it may be amended by the parties at any time provided that no amendment shall be binding unless in writing and signed on behalf of the parties by their proper officers. Notwithstanding the foregoing, each of the Hospital and the University may amend its own internal policies referred to in this Agreement (including the attached Schedules) in accordance with its normal amending procedures, subject to the requirements of Part I, section 5 herein.

XVII GENERAL TERMS

XVII.1 ASSIGNMENT AND ENUREMENT

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

XVII.2 INDEPENDENT CONTRACTORS

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

XVII.3 GOVERNING LAW

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

XVII.4 FORCE MAJEURE

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

XVII.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between the parties relating to the subject matter herein, including, without limitation, the agreement(s) dated_____, as extended and/or amended by the parties in writing. For greater clarity, this Agreement shall mean collectively, the terms and conditions contained in sections I to XV of this document, and the attached and referenced Appendix and Schedules and any other specifically referenced documents. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

XVII.6 COUNTERPARTS

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

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

Seal

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

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

APPENDIX

INVENTIONS AND INTELLECTUAL PROPERTY

THIS AGREEMENT dated the 1st day of January, 2013 (the “**IP Agreement**”).

BETWEEN
The Hospital
(the “Hospital”)

and

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

WHEREAS the Hospital and the University have an affiliation agreement and many Hospital staff and University faculty members are concurrently appointed;

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

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

AND WHEREAS it is important for the successful commercialization of such inventions and other intellectual property that there be no uncertainty regarding the application of those policies;

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

1. Definitions

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

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

Party from the assignment or commercialization of or licensing of rights to an Invention, minus legal and other fees reasonably and actually incurred directly in the process of establishing and maintaining the legal protection of those rights.

- (c) "Owner" means the Party determined under section 3.1 to be the owner of all patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to an Invention.
- (d) "Share" – the proportionate share of support and Net Revenues determined or assigned to a Party as more particularly described in section 3.2.

2. Mutual Disclosure

- 2.1 When a staff member holding appointments in both the University and the Hospital makes or creates an Invention, he/she shall disclose it to one of the Parties, in accordance with the inventions and intellectual property policies of that Party. If the disclosure indicates that, in the process of creating the Invention, the individual used, in any way, facilities owned, operated or administered by the other Party and/or has received personal financial compensation from the other party and / or received funds from the other party that contributed to the direct costs of the project that resulted in the Invention, the Party to which the disclosure has been made will provide a copy of the disclosure to the other Party as soon as possible.
- 2.2 No Party shall enter into a research agreement or contract which imposes any obligation or liability on the other Party, including a commitment of the personnel, Students or facilities of the other Party or an obligation with respect to the past, present or future intellectual property rights of the other Party, without the express, written consent of the other Party. The Party wishing to enter into such a research agreement or contract shall provide a copy of the proposed research agreement or contract, in confidence, to the other Party and shall consult fully with respect to the obligation or liability that would be imposed on the other Party.
- 2.3 For the purpose of this IP Agreement, undergraduate and graduate Students, clinical and research fellows, and postdoctoral fellows will be treated in the same fashion as staff members holding appointments in both the University and the Hospital in all respects.
- 2.4 Any Invention disclosure disclosed by either Party to the other under this IP Agreement shall be treated as confidential by the receiving Party unless the disclosing Party indicates in writing that it is non-confidential.

3. Ownership

- 3.1 Unless otherwise agreed among the Parties, due to extenuating circumstances, ownership of the patents, trademarks, copyright, proprietary and/or other intellectual property rights relating to the Invention shall vest with the Party on whose premises the Invention was made. If the Invention was made on the premises of both Parties or the Parties cannot agree on where the Invention was made, ownership shall vest with the Party that has provided the greater proportionate share of the salaries of the academic staff members named as inventors for the Invention at the time when the Invention was disclosed. The determination of that proportionate share shall be made by the Parties' Vice-Presidents Research or their delegates.
- 3.2 For all Inventions, the Parties shall determine, by mutual agreement, each Party's proportionate share of support to the research project from which the Invention arose and proportionate share of Net Revenues from the Invention (the "Share"). This determination shall be made jointly by the Vice-Presidents Research of the Parties or by

their designates. The Parties shall consider the following factors in determining each Party's Share: use of the premises of each Party, personal financial compensation paid by each Party to the inventor(s) and any contribution by either Party to the direct costs of the project from which the Invention arose, excluding grants from third parties.

3.3 In all cases, the Invention will be subject to the policies of the Owner.

4. Negotiation and Commercialization

4.1 Unless otherwise agreed, the Owner will assume full responsibility for applying for legal protection and/or for commercializing the Invention. The Owner will assume responsibility for all the costs and liabilities incurred in such activities. The Owner will also ensure that the other Party is kept informed about all patent applications, issued patents, licenses or other agreements or events which relate to commercialization of the Invention.

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 Owner in lieu of revenue in whole or in part, the equity shall be divided between the Parties in proportion to each Party's Share.

6. Dispute Resolution

6.1 Any dispute arising under this IP Agreement which cannot be settled amicably between the Parties shall be submitted to arbitration by a panel composed of one member nominated by the University, one member nominated by the Hospital and one member selected by the first two arbitrators. The panel's decision will be made by a majority of the three panel members within thirty (30) days of its appointment. The decision shall be final and binding upon the Parties.

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

7. Notices

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

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

Hospital:

8. Amendment

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

9. Term and Termination

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

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

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

Vice-Provost, Relations with Health Care Institutions

Secretary of Governing Council

FOR THE HOSPITAL

Chair of the Board of [Directors/Trustees]

President and Chief Executive Officer

SCHEDULES NOTED IN TAHSN ASSOCIATE MEMBER AFFILIATION AGREEMENT (Updated January 11, 2013)

Schedule	Title
1	Policy for Clinical Faculty Web: http://www.governingcouncil.utoronto.ca/policies/clinical.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012005.pdf
2	Procedures Manual for Policy for Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/staff/Procedures+Manual+for+Policy+for+Clinical+Faculty.pdf?method=1
3	Faculty of Medicine/Affiliated Institutions Guidelines for Ethics and Professionalism in Healthcare Professional Clinical Training and Teaching (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/ume/registrar/guidelines.pdf?method=1
4	Sexual Harassment Protocol: Sexual Harassment Complaints involving Faculty and Students of the University of Toronto arising in University-Affiliated Health Institutions (Web only) http://www.pgme.utoronto.ca/pande/Policies/shp.htm
5	Policy on Endowed and Limited Term Chairs, Professorships, Distinguished Scholars and Program Initiatives Web: http://www.governingcouncil.utoronto.ca/policies/Endowed.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/P0624.pdf
6	Guidelines for Clinical Sites re Student Clinical Placements in an Emergency Situation (Health Science Faculties) (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/about/Edu-deans/Education+Policies/guidelinesemerg.pdf?method=1
7	Harmonization of Research Policies Note: URL not available
8	Guidelines for Faculty of Medicine Graduate Students and Supervisors in the Context of Commercialization of Inventions Based on Thesis-Related Research (PDF only) http://www.facmed.utoronto.ca/Asset262.aspx?method=1
9	Protection for Intellectual Freedom and Publication Rights (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/research/Protection+of+Intellectual+Freedom+and+Publication+Rights.pdf
10	Policy on the Offer and Acceptance of Finders' Fees or Completion Fees in Research Involving Human Subjects (Web only) http://www.facmed.utoronto.ca/Page1076.aspx
11	Principles and Responsibilities Regarding Conduct of Research (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/staff/rp1011.pdf?method=1
12	Framework to Address Allegations of Research Misconduct (PDF only) http://www.research.utoronto.ca/wp-content/uploads/2009/03/framework-to-address-misconduct-2006.pdf
13	Addendum to Framework to address Allegations of Research Misconduct Note: URL not available
14	Provost's Guidelines for Status-Only, Adjunct and Visiting Professor Appointments (Web only) http://www.provost.utoronto.ca/procedures/visitingprof.htm
15	Policy On Appointment of Academic Administrators Web: http://www.governingcouncil.utoronto.ca/policies/acadmin.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003i.pdf
16	Policy on Conflict of Interest – Academic Staff Web: http://www.governingcouncil.utoronto.ca/policies/conacad.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun221994.pdf
17	Guidelines for the Assignment of Postgraduate Medical Trainees (PDF only) http://www.pgme.utoronto.ca/Assets/PGME+Digital+Assets/policies/Guidelines+for+the+Assignment+of+Postgraduate+Medical+Trainees.pdf?method=1

Schedule	Title
18	Graduate Supervision Guidelines for Students, Faculty and Administrators (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/staff/guidelines_10218.pdf?method=1
19	Code of Student Conduct Web: http://www.governingcouncil.utoronto.ca/policies/studentc.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjul012002.pdf
20	Code of Behaviour on Academic Matters Web: http://www.governingcouncil.utoronto.ca/policies/behaveac.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun011995.pdf
21	Governing Council Report of the Provostial Committee on Centres and Institutes (PDF only) http://www.governingcouncil.utoronto.ca/AssetFactory.aspx?did=3124
22	Policy and Procedures on Academic Appointments Web: http://www.governingcouncil.utoronto.ca/policies/phoct302003i.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct302003.pdf
23	Policy on Ethical Conduct in Research Web: http://www.governingcouncil.utoronto.ca/policies/ethicalr.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmar281991i.pdf
24	Policy on Research Involving Human Subjects Web: http://www.governingcouncil.utoronto.ca/policies/humanres.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppjun292000.pdf
25	Research Involving Human Subjects: School of Graduate Studies Student Guide on Ethical Conduct (PDF only) http://www.utoronto.ca/sociology/docs/sgshumanguide.pdf
26	Publication Policy Web: http://www.governingcouncil.utoronto.ca/policies/pubs.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppmay302007ii.pdf
27	Policy on Naming Web: http://www.governingcouncil.utoronto.ca/policies/naming.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppoct2419996.pdf
28	Policy on Support of University of Toronto Sponsored Continuing Education Activities from Commercial Sources (PDF only) http://www.cepd.utoronto.ca/wp-content/uploads/2009/06/cepd-commerical-support-policy.pdf
29	Standards of Professional Practice Behaviour for Medical Clinical Faculty (PDF only) http://www.facmed.utoronto.ca/Assets/FacMed+Digital+Assets/staff/standards.pdf?method=1
30	Standards of Professional Practice Behaviour for All Health Professional Students Web: http://www.governingcouncil.utoronto.ca/policies/ProBehaviourHealthProStu.htm PDF: http://www.governingcouncil.utoronto.ca/Assets/Governing+Council+Digital+Assets/Policies/PDF/ppsep012008i.pdf
31	Guidelines for Appropriate Use of the Internet, Electronic Networking and Other Media (PDF only) http://www.md.utoronto.ca/Assets/FacMed+Digital+Assets/ume/Admissions/Appropriate+Internet+Use.pdf