

AFFILIATION AGREEMENT

BETWEEN:

QUEEN'S UNIVERSITY at Kingston,
hereinafter called "the University"

- and -

KINGSTON GENERAL HOSPITAL

hereinafter called "the Hospital"

WHEREAS the Hospital is a public hospital under the *Public Hospitals Act* of Ontario, accredited by Accreditation Canada and approved by the Royal College of Physicians and Surgeons of Canada and the College of Family Physicians of Canada to participate in postgraduate medical education; and

WHEREAS the University is a center of high quality teaching and research; and

WHEREAS the Hospital is a Principal Teaching Hospital of the University; and

WHEREAS the University and the Hospital (at times referred to as the Parties) wish to continue the affiliation which was formally instituted pursuant to an agreement dated the 17th day of June, 1981 and re-affirmed in subsequent agreements thereafter; and

WHEREAS the Hospital and University jointly and individually recognize the following objectives:

- (a) The provision of quality and compassionate care to patients served by the Hospital.
- (b) The provision of quality education and training for health sciences and other students enrolled in University programs.
- (c) The encouragement of research in health sciences.
- (d) The effective direction, management and coordination of patient care, education, and research programs within the resources available.
- (e) Fiscal responsibility and accountability
- (f) Respect for the ethical standards, mission and values of the Hospital and the University.

AND WHEREAS the objectives set forth above are achieved by the close cooperation which has characterized the relationship between the Hospital and the University and by the acceptance of the responsibilities set forth in this Agreement and the Schedules hereto;

The Hospital and the University agree as follows:

1. **In this Agreement:**

- (a) **"Hospital"** means the Kingston General Hospital
- (b) **"University"** means Queen's University at Kingston.
- (c) **"Board"** means the Board of Directors of the Hospital.
- (d) **"Board Chair"** means the chair of the Board of Directors of the Hospital.
- (e) **"Chief Executive Officer"** means President and Chief Executive Officer of the Hospital.
- (f) **"Dean"** means the Dean of the Faculty of Health Sciences at Queen's University.
- (g) **"Department"** means any of the departments of the Hospital or the University.
- (h) **"Head of Department"** means the person jointly appointed by the Hospital and the University in accordance with the terms of this Agreement who is responsible to the

Board for the management of a clinical department and to the Dean for the management of the University department .

- (i) “**Principal**” means the Principal of Queen's University.
- (j) “**Principal Teaching Hospitals**” means the Kingston General Hospital, the Hotel Dieu Hospital and Providence Care Centre.
- (k) “**Liaison Committee**” means the committee of representatives of the Hospital and the University formed to discuss specific issues that may arise between the Hospital and the University pursuant to this Agreement.
- (l) “**Professional Advisory Committee**” (PAC) is as defined in and is consistent with the Medical Advisory Committee of the *Public Hospitals Act* (Ontario). Professional Advisory Committee
- (m) “**Senate**” means the Senate of the University.
- (n) “**Students**” means students duly enrolled in any of the faculties or schools of the University, including undergraduates, graduate students, residents, fellows and postdoctoral fellows.

2. Agreement and Schedules

- (a) This Agreement establishes the broad principles, rights and obligations that will govern the relationship between the Hospital and the University including, but not limited to, the education and training of all Students, the joint appointment of clinical staff and other designated staff, the conduct of research, and the oversight, management and funding of all of the above.
- (b) The Schedules will address issues such as the appointment of Heads of Department, research, intellectual property and issues that are specific to each of the University Schools or Faculties, as the case may be. As of the date of the execution of this Agreement, the Parties have attached as Schedule “A”, an agreement relating to the School of Medicine in the Faculty of Health Sciences.

3. Liaison Committee

- (a) It is agreed that there shall be a Liaison Committee that shall consider and make recommendations to the Hospital and the University with respect to any matters concerning the implementation of this Agreement and relations between the Hospital and the University. The mandate of the Liaison Committee shall be to:
 - (i) consider matters of joint concern to the two institutions and report thereon with recommendations to the Hospital and the University;
 - (ii) advise on the development of programs, policies and resources of joint interest;
 - (iii) furnish a method of communication between the Hospital and the University for the review of plans and projects and their evaluation for long range planning purposes;
 - (iv) review this Agreement from time to time and make recommendations for changes to the Hospital and the University.

The Liaison Committee shall consist of not less than eight (8) members, namely:

- (v) Representing the Hospital:
 - (A) two representatives appointed by the Board, one of whom shall be the Board Chair or delegate;

- (B) the Chief Executive Officer or delegate; and
 - (C) the Chief of Staff.
- (vi) Representing the University:
 - (A) three representatives appointed by the Principal, and
 - (B) the Dean of the Faculty of Health Sciences, or delegate, provided that if the Dean is not from the School of Medicine, the representative shall be the Director of the School of Medicine.
- (vii) Such other members as may be mutually agreed upon by the Hospital and the University.
- (viii) Members appointed by each party shall hold office at the pleasure of the appointing party.
- (b) The Chair of the Liaison Committee shall alternate annually between a member representing the Hospital and a member representing the University.
- (c)
 - (i) The Liaison Committee shall meet at least once a year; meetings may be called in special circumstances by the Chair or any two members of the Liaison Committee. Reasonable notice of such meetings shall be given to the members of the Liaison Committee.
 - (ii) A quorum for such meetings will be four members provided that there shall be at least two members representing the University and two members representing the Hospital.

4. **Students**

- (a) Students shall be permitted to take part in prescribed instruction and supervised patient care in appropriate Departments and/or Programs of the Hospital subject to prior consultation with the Hospital, assurance by the University that they are appropriately prepared and competent for their stage of education and approval of the Board, and in accordance with the Schedules to this Agreement respecting the particular School or Faculty.
- (b) It is agreed that all Students shall be provided with an orientation to the Hospital and that such orientation shall be developed jointly by the Hospital and the University.
- (c) The University agrees that amongst other things, the orientation referred to in paragraph (b) above shall require all Students present in the Hospital pursuant to this Agreement, to subject themselves to and comply with the applicable legislation and by-laws, rules, regulations and policies of the Hospital. In the event of non-compliance, as determined by the Hospital, the University agrees to withdraw any Student from the Hospital at the request of the Hospital.
- (d) Major changes in Student rotations/assignments/placements in clinical settings will be made in consultation with the Hospital.
- (e) The responsible Dean shall advise the Chief of Staff, Chief Executive Officer, Department Head, or designate or appropriate Vice-President immediately of any concerns or information relating to the conduct, competency or health of a Student that exposes or is reasonably likely to expose patients, employees, staff members, or any other person to harm or injury.
- (f) The Hospital at all times reserves the right to refuse access to Hospital facilities or equipment to any Student from the University with due consultation with the appropriate University faculty, provided that in circumstances where, in the opinion of the Head, or designate of the relevant clinical department, the conduct, performance, competence or

health of a Student exposes or is reasonably likely to expose patients, employees, staff members, or any other persons to harm or injury, the Department Head, or designate or the appropriate Vice President, will take immediate action in consultation with the Chief Executive Officer and Chief of Staff as appropriate in accordance with the Hospital's By-Laws and policies and will, as soon as possible thereafter, advise the appropriate University faculty member.

5. **Non Clinical University Faculty**¹

- a) The University agrees that University faculty members who are not Medical, Dental, Midwifery and Registered Nurse (Extended Class) Staff who are teaching or conducting research at the Hospital must comply with the provisions of the Public Hospitals' Act (Ontario), and its regulations and the Hospital's Bylaws, rules, regulations and policies. In the event of non-compliance, as determined by the Hospital, the University acknowledges that the Hospital may require the faculty member to withdraw from the Hospital.
- b) The Hospital at all times reserves the right to refuse access to Hospital facilities and equipment to any faculty member of the University, who is not a member of the Medical, Dental, Midwifery or Registered Nurse (Extended Class) Staff, with due consultation with the appropriate University staff, provided that in circumstances where, in the opinion of the Head, or designate of the relevant clinical department, the conduct, performance or competence of a faculty member exposes or is reasonably likely to expose patients, employees, staff members or other students or any other person to harm or injury, the Department Head, or designate or the appropriate Vice-President, will take immediate action in consultation with the Chief Executive Officer and Chief of Staff as appropriate in accordance with the Hospital's By-laws and policies and as soon as possible thereafter advise the appropriate University faculty member.

6. **Granting Academic Appointments to Hospital Staff**

The University may grant an academic appointment to an employee of the Hospital, subject to prior approval of the Chief Executive Officer.

7. **Appointment of Departmental Assistants**

- (a) It may be desirable for the Hospital to appoint Students outside their regular academic programs at the University or persons employed by the University, other than Medical, Dental, Midwifery and Registered Nurse (Extended Class) Staff, for teaching and/or research purposes as Departmental Assistants.
- (b) Such appointments shall be made in accordance with Hospital policy.

8. **Appointment of Staff**

The Parties recognize that it is primarily through their respective staff that they are able to achieve excellence in their endeavours and that a primary instrument for effecting this affiliation is through the joint appointment of their staff in specific disciplines. In making such appointments, the Parties will respect the staff appointment policies of the other. Academic appointments at the University are subject to and must be made in accordance with the University's appointment

¹ These paragraphs do not apply to University faculty who fall into the categories of Medical, Dental, Midwifery, or Registered Nurses (Extended Class) Staff and who are specifically governed in these areas by Hospital bylaws.

policies and procedures. Similarly, Hospital appointments are subject to and must be made in accordance with the Hospital's appointment policies and procedures.

The details about the appointment of medical staff and Department Heads of Clinical Departments in the Hospital are set out in Schedule A and Appendix 1 to Schedule A.

9. Liability, Indemnification and Insurance

- (a) The University shall indemnify and save harmless the Hospital and its directors, officers, employees, agents or permitted successors or assigns (collectively the Indemnitees) from and against any and all actions, causes of action, suits, liabilities, claims, losses, damages, judgments, costs, including court costs and legal fees, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any injury to or death of a person or damage to or loss of property or any other claim whatsoever, resulting from any wilful or negligent act, omission or delay on the part of the University, its trustees, officers, employees, Students, agents, or volunteers in respect to the performance of the University's obligations under this Agreement .
- (b) The Hospital shall indemnify and save harmless the University and its trustees, officers, employees, agents or permitted successors or assigns (collectively the Indemnitees) from and against any and all actions, causes of action, suits, liabilities, claims, losses, damages, judgments, costs, including court costs and legal fees, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any injury to or death of a person or damage to or loss of property or any other claim whatsoever, resulting from any wilful or negligent act, omission or delay on the part of the Hospital, its employees, agents, or volunteers in respect to the performance of the Hospital's obligations under this Agreement .
- (c)
 - i) The Hospital and the University shall carry general liability insurance and professional liability insurance reflective of current market standards for academic health science institutions. The Hospital and University shall be added to each other's general liability and professional liability insurance policies as additional insureds with respect to the liabilities flowing from this Agreement, and such policies shall contain cross liability and separation of insured clauses. Maintenance of such insurance shall not relieve the Hospital or the University of their respective obligations under the indemnity provisions set forth in paragraphs 9(a) and 9(b).
 - ii) The Hospital and the University shall provide, if requested by either Party, a copy of an acceptable certificate of insurance from its insurance broker, and shall permit the other Party to inspect its insurance policies during business hours upon giving reasonable notice. Neither the Hospital nor the University shall decrease the effective coverage required under this Agreement. Should it become necessary for one party to change insurance, the changing Party covenants to give the other parties as much notice as possible of such change. The non-changing Party may at its option terminate this Agreement forthwith in the event that comparable coverage is not secured. In the event of any change in endorsement, a certified copy of such change shall be provided to the other Party hereto.
- (d) For the purpose of section 9, it is agreed and understood that the University's liability within the Hospital is limited to the teaching, research and clinical activities of its Students and the teaching and research activities of the University's staff and persons recommended by the University for appointment at the Hospital, and the Hospital's liability is limited to the employment and professional activities of its employees and staff, except when directed by University personnel in the context of their teaching and research activities, and that all activities constituting the practice of medicine, by physicians who are independent contractors, are the responsibility of the individual physicians (subject to the Schedule to this Agreement relating to medicine).

10. Research Program

In achieving their common goals in research which furthers the advancement of knowledge and the supports principle of free inquiry, the Parties will involve each other in their research planning processes as appropriate. They will support the efforts and requirements of each other to achieve and maintain excellence. The details of their working relationship will be contained in a Schedule B to be attached to this agreement in the near future.

11. Intellectual Property

The Hospital and the University agree that the rights and obligations of the Hospital and University with respect to protecting, marketing and licensing intellectual property developed jointly and the sharing of royalties or financial reimbursement therefrom shall be governed by an intellectual property policy contained in Schedule B.

12. Integration of Clinical Education with Hospital Operating Cost

The Hospital and the University will endeavour to ensure that there are appropriate fiscal resources to carry out the educational and training goals set out in this Agreement and will provide written notice of any enhancements or alterations to their programs that could affect the other Party.

13. By-Laws

The terms of this Agreement shall not conflict with the By-Laws of the Hospital. In the event of conflict between the terms of this Agreement and the By-Laws of the Hospital, the By-Laws of the Hospital shall prevail. The Hospital further agrees that the Chief Executive Officer will consult with and inform the University of any proposed changes to its Hospital By-Laws that affect this Agreement.

14. Hospital and University Responsibilities

- (a) The Hospital agrees that it shall provide, in compliance with the Hospital Services Accountability Agreement and the availability of funds, facilities which shall be required for education and research in a University Affiliated Hospital. Such facilities shall facilitate the observation investigation and treatment of patients for the clinical instruction of Students.
- (b) The University shall foster and encourage high standards in research and education and shall support, within the principles of prudent management and the availability of funds, the development of research and education of Students at the Hospital.

15. Joint Responsibility

- (a) It is agreed that the Hospital and the University will, from time to time, share financial information necessary to the coordination of their joint enterprise.
- (b) The Hospital and University agree that they will coordinate the alignment of their departmental structure where appropriate.
- (c) The Hospital and the University agree that the demands of teaching programs, research and patient care must be kept in balance with the Hospital's obligations under the Hospital Services Accountability Agreement and the financial resources of the Hospital and the University.

- (d) The Hospital and the University agree that they shall develop a communications policy that will set out an agreed upon strategy for communications relating to all issues relating to the principles addressed in this Agreement.

16. Health and Safety

- (a) The Hospital and the University recognize the continuing and increasing importance of Occupational Health and Safety and the importance of full co-operation between them in order to meet the requirements of the relevant legislation and Hospital's safety standards in relation to joint or shared space, Students and employees with dual appointments.
- (b) The Hospital and University shall ensure that their respective personnel, where the same qualify for Workplace Safety and Insurance, are covered by Workplace Safety and Insurance while working in or about the Hospital's or University's premises.
- (c) The University agrees to ensure that special requirements related to, but not restricted to, immunization status as may be required by the Hospital for particular clinical experiences will be met before the faculty and Students come into the clinical area, to produce evidence satisfactory to the Hospital that such procedures have been completed, and to maintain records related to health status of faculty and Students. Where such special procedures are required, the Hospital shall provide or make arrangements for their provision, and where necessary arrangements shall be made for the Hospital to be compensated financially on a cost recovery basis.

17. Faculty Board and/or Council

It is agreed that the Chief Executive Officer, or delegate, will be invited to attend meetings of School of Medicine Council and Faculty Board.

18. Hospital Board

It is agreed that the Principal or delegate will be a voting member of the Board with the same duties and responsibilities as other Board members.

19. Search Process – Executive Officers

- (a) The University agrees that the Hospital will be represented on the search and selection committees for the positions of Dean of the Faculty of Health Sciences and Directors of the Medical School, the School of Rehabilitation Therapy and the School of Nursing, and shall be consulted in the search processes for other decanal appointments where those portfolios relate to Hospital programs or interests. The number of representatives from the Hospital on the search committee shall be determined on a case by case basis in order to ensure adequate representation from the Hospital, in keeping with the traditions and policies of the Hospital and the University.
- (b) The Hospital agrees that the University will be represented on the search committees for the positions of Chief Executive Officer, Vice-President, Research, Vice-President Patient Care Programs and Chief Nursing Executive and Chief of Staff. The University representatives will include the Dean and the Principal or his or her delegate.

20. Confidentiality and Protection of Privacy

The Hospital and the University shall ensure that there is compliance with confidentiality requirements with respect to patient information as required of the Hospital under such statutes

as the *Public Hospitals Act* (Ontario) and regulations made thereunder, as well as all legislation governing the collection, use and disclosure of personal information and personal health information, including the *Personal Health Information Protection Act* .

21. Dispute Resolution

(a) Dispute Resolution Steps

Except as set out in Section 15 (Operational Issues) of Schedule A and Section 5.2.7 v) a) of Schedule B, the Parties acknowledge that, notwithstanding the intention of each other to accomplish the objectives set out in this Agreement, there may inevitably be honest differences of opinion. The Parties agree to minimize, if not prevent, disputes by clearly articulating expectations and establishing clear lines of communications. Where disputes remain in spite of the honest and sincere efforts of the Parties to resolve them, a process for these disputes to be dealt with in an expeditious manner is defined hereafter.

(b) Mediation

- (i) Any dispute between the Parties arising out of or concerning this Agreement which cannot be resolved by the Liaison Committee may be submitted to mediation, which shall focus on the needs of the Parties and seek to solve problems co-operatively, with an emphasis on dialogue and accommodation. The goal of a mediation shall be to preserve and enhance the relationship of the Parties by developing a mutually acceptable agreement that will fulfil the needs of all Parties.
- (ii) The Parties and the mediator may adopt any procedural format that appears appropriate for the particular dispute.
- (iii) The contents of all discussions during the mediation shall be without prejudice and non-discoverable in subsequent arbitration or litigation, if any.
- (iv) If the Parties can agree upon a mutually acceptable resolution of the dispute, such agreement shall be reduced to writing, signed by the Parties and the dispute shall be at an end.
- (v) If the result of the mediation is a recognition that the dispute cannot be successfully mediated, or if either party refuses to mediate or to name a mutually acceptable mediator, then the Principal and Chief Executive Officer shall immediately advise the Board and Senate in writing as to the nature of the dispute, and thereafter the dispute shall be dealt with at the Board and Senate level.
- (vi) The Board and Senate may determine to:
 - (A) pursue the issue;
 - (B) put the issue aside until such future date when the Parties believe it is appropriate to revisit the issue; or
 - (C) refer the matter to binding arbitration pursuant to the provisions of the *Arbitration Act* (Ontario).

22. Termination

The Hospital or University may terminate this Agreement as of June 30 in any year by giving notice in writing of its intention to terminate to the other Party, at least three years previous to the proposed date for termination.

23. **Entirety**

The Hospital and the University agree that this Agreement and the schedules attached hereto constitute the entire Agreement.

24. **Amendment Procedures**

Proposals for amendments of the Agreement by either Party must be made, in writing, at least thirty (30) days prior to a Liaison Committee meeting.

25. **Review of the Agreement**

This Agreement shall be reviewed every two (2) years by the Liaison Committee.

26. **Enurement and Assignment**

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Hospital and the University and their respective successors and shall not be assigned in total or in part except with the written consent of the other Party.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals attested to by the proper signing officers in that behalf.

Signed at Kingston, this _____ day of 2009.

QUEEN'S UNIVERSITY AT KINGSTON

PER: _____

PER: _____

KINGSTON GENERAL HOSPITAL

PER: _____
Chair of the Board of Directors

PER: _____
President and Chief Executive Officer

SCHEDULE A

School of Medicine in the Faculty of Health Sciences

Pursuant to the terms and conditions in this Agreement and in recognition that undergraduate and postgraduate medical students in the School of Medicine will have access to Hospital facilities for the purposes of training in accordance with the mission, vision and values of the Hospital and the School of Medicine, and that, as joint signatories, the Hospital and the University will participate in the governance and activities of the Southeastern Ontario Academic Medical Organization (SEAMO) as outlined in the SEAMO agreement, the Hospital and University agree as follows:

1. In this Schedule A , the following definitions will apply:

- (a) **"Acting Head"** means the physician jointly appointed by the Board and the University who is responsible to:
 - (i) the Board, through and with the Chief of Staff, for the management of the clinical service provided in the Hospital by a clinical department; and
 - (ii) the Principal, through the Dean, for the academic work of a clinical department of the School of Medicine,pending the appointment of the permanent Head of the Department.
- (b) **"Adjunct Staff"** means those clinical members of the School of Medicine who hold University appointments in accordance with the Senate Statement on Adjunct Academic Staff and Academic Assistants and who may hold attending or associate staff appointments at the Hospital.
- (c) **"Categories of Medical Staff"** means Appointments to the Medical Staff which include one of the following categories:
 - Attending
 - Term
 - Regular
 - Attending Associate
 - Term
 - Regular
 - Clinical Associate
 - Consulting
 - Residents
 - Honoraryas defined in the Hospital Medical Staff By-Laws.
- (d) **"Clinical Clerks"** means senior medical students who are engaged in a clinical clerkship education rotations within the School of Medicine's undergraduate program.
- (e) **"Clinical Department"** means an academic and clinical organization in the Hospital and the School of Medicine providing clinical care and undergraduate and postgraduate medical education under the auspices of the School of Medicine as set out in the Hospital By-Laws. The medical care of the patient in a Clinical Department is the responsibility and function of the patient's Attending Staff physician who may be assisted by a resident and/or clinical clerk, based on the principle of graduated responsibility commensurate with competence and level of training.

- (f) **"Clinical Service"** means a structure developed by a Clinical Department for the organization of the delivery of medical services within the Hospital.
- (g) **"Chief of Staff"** means the physician appointed by and responsible to the Board for quality of medical care.
- (h) **"Dean"** means the Dean of the Faculty of Health Sciences, Queen's University.
- (i) **"Department Head of Clinical Department"** means the physician who is a member of the attending staff at the Hospital, appointed by the Board and the University, who is responsible to:
 - (i) the Board, through the Chief of Staff, for the management of the clinical service and related teaching and research provided in the Hospital by a clinical department; and
 - (ii) the Principal, through the Dean for the academic work of a clinical department, of the School of Medicine with responsibility delegated by the Department Head of Clinical Department.
- (j) **"Deputy Head"** means a member of the Attending Staff appointed by the Board who is responsible to the Board, through the Chief of Staff, for the management of the clinical service provided in the Hospital by a Clinical Department in the absence of the Head.
- (k) **"Division"** means an academic and clinical organizational structure within some Clinical Departments which coordinates academic activities relating to patient care, teaching and research at the Hospital.
- (l) **"Geographic Full-Time Staff (GFT)"** means members of Faculty who hold a University appointment and who devote their full time to University directed activities, which consist of education, teaching, research, administration, and clinical service, according to their job descriptions and the terms of their academic appointments, and who would normally hold an attending staff appointment at the Hospital.
- (m) **"Professional Advisory Committee"** means the committee of the Hospital with responsibilities set out in the *Public Hospitals Act* (Ontario) and the Hospital By-Laws.
- (n) **"Medical Staff"** means duly licensed medical practitioners appointed by the Board to attend or perform services for patients in the Hospital to whom the Board has granted the privileges of consulting, diagnosing, prescribing for, and treating patients in the Hospital in accordance with the Hospital By-Laws. The granting of privileges, renewal of privileges, terms of privileges and termination of privileges is made by the Board on the recommendation of the Hospital's Medical Advisory Committee.
- (o) **"Medical Students"** means undergraduate medical students duly enrolled in the School of Medicine of the University.
- (p) **"PAIRO"** means the Professional Association of Interns and Residents of Ontario and the PAIRO Agreement means the legal contract between PAIRO and the Ontario Council of Teaching Hospitals of the Ontario Hospital Association.
- (q) **"Program"** Clinical Services are organized within a Program Management structure. They have a co-leadership model with equal input by both medical clinical leads and non-medical administrative leads. Programs are structured to enhance continuity of strategic planning and patient care delivery across sites and services. They provide increased opportunities for access to educational models of effective interdisciplinary collaboration.
- (r) **"Residents"** means those physicians enrolled in a recognized postgraduate medical education program, recommended by the University for appointments to the Medical Staff by the Board. The clinical role of Residents is set out in the Hospital By-Laws.

2. Hospital Responsibilities

- (a) The Hospital, subject to the availability of funds, and within the limits of prudent hospital management, will supply resources that allow Clinical Departments and Clinical Services to provide for both inpatient and outpatient care, teaching and research, and facilities necessary for medical education.
- (b) The Chief Executive Officer of the Hospital shall discuss any proposed substantive changes in structure, size, or resource base of a Clinical Department or Clinical Service of the Hospital with the Dean of the School of Medicine, prior to implementation. Either Party may refer the matter to the Liaison Committee for consideration, however ultimate authority rests with the Hospital.
- (c) The Hospital will, as determined from time to time, endeavour to provide office space, furnishings, and equipment for GFTs, subject to the availability of such resources and to the policies of the Hospital.
- (d) The Hospital, subject to the availability of resources, will endeavour to provide duty rooms and locker facilities for undergraduates as appropriate and for post graduates according to the PAIRO Agreement.

3. University Responsibilities

- (a) Any proposed substantive change proposed by the University in the structure, size (including student enrolment), resource base or outreach activities of a Clinical Department will be discussed with the Hospital prior to implementation.
- (b) The Dean will provide the Hospital with a list of undergraduate and post graduate Medical Students enrolled in academic programs at the School of Medicine.
- (c) The Dean will recommend annually to the Board a list of duly qualified physicians enrolled in post graduate medical programs at the University for consideration by the Hospital. Such physician applications shall be processed in accordance with the Hospital By-Laws.
- (d) The University shall endeavour to provide, within its available resources, education, research and administration support for its Clinical Departments, including academic salaries.

4. Joint Responsibilities

The Hospital and the University shall endeavor to make clinical, research and academic activities congruent with the Hospital's Hospital Services Accountability Agreement and the SEAMO agreement.

5. Responsibility for Medical Care for Hospital Patients

- (a) The responsibility for the medical care of any patient shall be that of an identified member of the attending or associate medical staff of the Hospital, who shall be responsible, through and with the Chief of Staff and the Medical Advisory Committee to the Board.
- (b) The Head of a Clinical Department shall advise the Medical Advisory Committee with respect to the quality of medical diagnosis, care and treatment provided to inpatients and outpatients of his or her department.

6. **Terms and Conditions of the Appointments of Medical Staff**

Responsibility for the appointment to the faculty of the School of Medicine is that of the University. Responsibility for the appointment of a member of faculty to the Hospital's Medical Staff is that of the Board. The University and Hospital acknowledge that the process for appointment, reappointment, revocation or suspension of physician privileges (hereinafter referred to as the "Privileging Process") is governed by the *Public Hospitals Act* (Ontario) and related common law. The requirements are set out in the Hospital's Medical Staff By-Laws and policies. The parties further acknowledge and agree that in pursuit of excellence, they are committed to a principle of joint appointment and recruitment for all Medical Staff and full or part time physicians of the Faculty of Health Sciences. The joint process shall be consistent: with the *Public Hospitals Act* (Ontario) and common law relating to the Privileging Process, the appropriate University or Faculty of Health Sciences regulations, policies and procedures and the SEAMO Agreement, and appropriate Hospital By-Laws.

7. **Chief of Staff**

The Chief of Staff of the Hospital shall be appointed in accordance with the By-Laws of the Hospital and the selection committee shall include the Dean of the Faculty of Health Sciences of the University.

8. **University Heads and Heads of Clinical Departments**

- (a) The Hospital and the University recognize the inter-relationship and inter-dependency of the clinical, teaching and research mission and programs and the need for integration of the clinical programs across the Principal Teaching Hospital sites and agree that:
- (1) There will be no duplication of clinical departments and one department may extend over 3 Principal Teaching Hospitals.
 - (2) There will be one Head of a Department, responsible for both clinical, teaching and research matters. These positions are interdependent and neither Party shall take any action affecting such appointment without discussion and agreement with the other Party. The Department Heads shall hold their positions concurrently for the duration of their terms of appointment, subject to the mutual agreement of both the University and the Board.
- (b) The selection, appointment and/or reappointment of Department Heads of Clinical Departments and Acting Heads of Clinical Departments shall be in accordance with the process attached as Appendix 1.
- (c) The Head of the Clinical Department shall carry out the duties assigned in the Medical Staff By-Laws.
- (d) The performance evaluation of Heads of Clinical Departments shall be conducted annually by the Chief of Staff and the Dean in accordance with the terms of the Medical Staff By-Laws.

9. **Appointment, Terms of Appointment and Renewal of Deputy Heads**

- (a) The Board shall appoint a member of the Attending Staff to be Deputy Head after giving consideration to the recommendations of the Professional Advisory Committee which shall seek the advice of the Department Head of Clinical Department. The appointment is subject to annual reappointment to the attending medical staff. The term of the appointment is outlined in the Medical Staff By-Laws of the Hospital.
- (b) The Board may terminate the appointment of a Deputy Head.

10. Appointment of Attending Medical Staff

- (a) Members of the Attending Staff shall hold a University appointment during the term of their Hospital appointment and will be recommended annually by the University to the Board through the Credentials Committee and Medical Advisory Committee for appointment to the Hospital medical staff.
- (b) If an Attending Staff member's University appointment comes to end or the Attending Staff member resigns her or his University appointment in the School of Medicine, the Attending Staff member's appointment to the Medical Staff shall cease.
- (c) The appointments to the Medical Staff of the Hospital will be made on an annual basis. The Hospital does not recognize tenure.
- (d) Should an Attending Staff member's Hospital appointment cease for any reason, the University appointment shall be subject to review by the University and will normally cease.

11. Appointment of Honourary, Associate, Consulting or Clinical Associate Staff

Members of the Honourary, Associate, Consulting or Clinical Associate Staff shall be physicians who may or may not hold a University appointment and who are appointed by the Board as set out in the Hospital By-Law. In making such appointments, the Board shall ensure that the appointees' privileges and terms of appointment are consistent with the, *Public Hospitals Act* (Ontario), and common law relating to the privileging process and the SEAMO Agreement.

12. Appointment of Residents

Subject to prior consultation with the Hospital and the availability of financial resources, Residents shall be recommended by the University for annual appointment by the Hospital. The Resident's appointment shall be subject to the Hospital's privileging process.

13. Changes of Status of Staff Who are Jointly Appointed

- (a) The University and the Hospital shall exchange information in confidence pertaining to any proposed change of status of a member of the Medical Staff in a timely manner.
- (b) Neither the Hospital nor the University will undertake any proceedings that could lead to alteration of the privileges or academic status of an individual member of the medical staff or faculty without mutual consultation in advance.

14. By-Laws Committee of the Hospital

The Dean or the Dean's delegate shall be a member of the By-Laws Committee of the Professional Advisory Committee of the Hospital.

15. **Operational Issues**

Operational issues arising out of this Agreement, and in particular, Schedules A and B will be addressed by a Management Operations Committee, comprised of the Vice Dean, Medical Education, Associate Dean, Undergraduate Medical Education and Associate Dean, Postgraduate Medical Education and three representatives of the Hospital. The Chair will be selected by the Management Operations Committee.

APPENDIX 1

Schedule "A"

Appointment of Heads of Clinical/Academic Departments

The School of Medicine within the Faculty of Health Sciences at Queen's University and the Principal Teaching Hospitals (the Hospitals) work in a closely integrated and cooperative manner to advance the missions of education, research and patient-care. One essential element of this arrangement is the joint appointment of highly qualified individuals to serve simultaneously as the Head of the University academic department and also as the Head of the respective Clinical department of the Hospitals. To ensure that the selection and appointment process for heads is in keeping with the spirit of close collaboration among the institutions, while recognizing the authority of each institution, it is proposed that the following be adopted:

1. Appointment Process

The appointment of a Department Head and Head of a Clinical Department (the Head) will be governed by the Parties' internal policies and procedures and the process will respect and observe the principles of employment equity. The Parties support the general principle of equity between the Hospitals and the University in the appointment process

2. Search Committee

At least 9 months before the end of the incumbent Head's term or as soon as is feasible should the position become vacant, a Search Committee will be established to recommend a Head comprised of:

- The Chief of Staff (or delegate) of each participating* Hospital
- One representative of each participating Hospital selected by its Board
- One member selected by the Department in question
- One Head of a Clinical Department , selected by the Chiefs of Staff of the participating Hospitals and the Dean
- The Dean of the Faculty (or Vice-Dean)
- Two members of the Faculty, one of whom shall be from the Department in question, appointed by the Dean
- Two learners, one of whom shall be enrolled in a graduate, or post-graduate medical program, to be selected by the respective groups.

The Search Committee shall be co-chaired by a Chief of Staff selected by the participating Hospitals and the Dean (or Vice-Dean).

Administrative support for the Search Committee will be provided by the University, Faculty of Health Sciences. The other costs associated with the search process, including advertising, candidates' travel and accomodation costs and costs associated with any search firm, will be shared among the University and the participating Hospitals according to a cost sharing formula to be agreed upon and described in a memorandum of understanding.

3. Announcement of Search Committee

The membership of the Search Committee will be published in the Queen's Gazette and the appropriate Hospital circulars. A copy of the Gazette announcement will be sent to other Department Heads and decanal appointees within the Faculty of Health Sciences. The

announcement will include requests asking interested parties to provide written comment upon the current state and future prospects of the Department concerned and suggestions of possible candidates for the position. Further, the Co-Chairs of the Committee will write to members of the affected department asking for their comments on the same matters and suggestions as referred to above.

4. Search Committee Process

The Hospitals and the School of Medicine will provide the Search Committee with a role description and an accountability framework for the Head.

Short listed candidates will be required to identify their clinical and academic needs and requirements, which will be reviewed by the participating Hospitals and the University as an essential part of the search and selection process.

The Search Committee's deliberations shall include a review of the current state and future prospects of the Department and consultations with the CEOs of the participating Hospitals, via the Chiefs of Staff, and may include an external review.

5. Recommendation

Prior to making a report and a final, formal recommendation, the Co-Chairs of the Search Committee will advise the participating Hospitals and the University of the preferred candidate. The Hospitals and the University, through their representatives, will engage in a coordinated process of negotiating an agreement with said candidate and resolving satisfactorily all issues related to the funding or resource needs of the candidate. Once those matters are resolved, the Co-Chairs will bring forward a recommendation to the Boards, through the CEOs, and to the Principal, through the Vice-Principal (Academic), simultaneously for confirmation.

6. Term of Appointment and Reappointment

Usually, the term of the appointment shall be for an initial term of five years, subject to an annual performance evaluation described in 8(d) of Schedule A, to end on June 30. The appointment may be renewed following a full or modified review process, to be agreed upon by the participating Hospitals and the University.

7. Appointment of Head

Each institution will make the appointment according to its usual procedures.

* a participating Hospital is one in which the clinical discipline in question is active

March 17, 2009

SCHEDULE "B"

Research and Intellectual Property

This Schedule sets out the responsibilities and expectations of the University and the Hospital relating to their health research activities in all aspects from bench research through translational research, clinical trials and evaluative research, and provides a mechanism to encourage and foster ongoing communication between the Parties and mechanisms to resolve differences that may arise during the course of this affiliation. Both Parties encourage the conduct of high quality health research within their facilities.

As outlined in its research mission statement, the University is one of Canada's leading research intensive institutions and is aimed to further enhance the level of research of national and international distinction. The University is dedicated in promoting research and scholarship that will enrich the academic environment, contribute to the cultural and economic growth of our country, and contribute to creating a just and equitable world. The University encourages partnerships and multidisciplinary initiatives that support its traditional strengths and emerging areas of research. Encompassing the spectrum of disciplines, from the humanities and social sciences, to the natural and engineering sciences, to health sciences, the University is building an infrastructure that supports the full spectrum of research activities that range from creation and discovery to application and transfer to society.

As outlined in its mission statement, the Hospital is an acute care teaching facility, with a strong research base, providing inpatient and ambulatory care to the Kingston community and the region, and is the principal teaching hospital for the University. The Hospital is committed, in collaboration with the University, in fostering learning and development opportunities through expert teaching and optimal resources and facilities, and is committed in encouraging innovation, advancing scientific knowledge and its dissemination, and seeking solutions to health issues through the provision of facilities and resources.

In consideration of the principles and goals set out above, the Parties agree as follows:

1.0 Hospital Facilities and Resources

In order for both the University and Hospital to fulfill their teaching and learning objectives, the Hospital will permit its facilities and resources to be used for the clinical, research and practical training experiences for undergraduate, graduate, postgraduate, and medical students of the University in health and related fields, and the University will permit its students in the health and related fields to gain clinical and practical experience in the Hospital and permit its students to participate in research and clinical activities in the Hospital.

In order for both the University and the Hospital to fulfill their research objectives, they are committed to supporting and assisting each other in their individual and joint research endeavors as outlined herein.

This affiliation is to provide a foundation upon which the University and the Hospital may continue to collaborate and cooperate in their efforts to accomplish their individual and common goals.

2.0 Responsibilities and Expectations in Research Activities

2.1 Research

In achieving their common goals in research, the Parties will involve each other in their research planning processes as appropriate. They will support the efforts and requirements of each other to achieve and maintain excellence. They will endeavor to avoid duplication 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 details of their working relationship are further outlined in Sections 4, 5, 6, and 7.

2.2 Library and Information Services

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

3.0 Cooperation and Planning

The Hospital and the University are committed to maintaining co-ordination of research, avoiding duplication, and fostering effective and complementary research efforts, including efforts to commercialize research results. The Hospital and the University will consult on all new programs and plans, as appropriate, with the intent of identifying as early as possible areas and projects for joint development. They will exchange research funding information annually. This liaison will be affected through the Vice-President (Research Development) of the Hospital and the Vice-Principal (Research) of the University.

4.0 Conduct of Research

4.1 Ethical Conduct and Conflict of Interest and Commitment

Hospital staff and researchers, and students of the University while involved in research activities at the Hospital as part of their academic program, will adhere to the relevant Hospital policies on ethical conduct and conflict of interest and commitment. University employees, students, and all individuals holding academic appointments at the University will also adhere to the relevant University policies for all research activities wherever located.

The Vice-Principal (Research) of the University provides oversight for the human research participants protection program for the University and affiliated Hospitals.

4.2 Regulation of Research Activities

In the use of human subjects and animals in research, the Hospital researchers will follow the procedures set out in the applicable University and Hospital policies. In the use of biohazardous agents or radiation or radiation-emitting devices, the policies of both the Hospital and University will be followed.

4.3 Conduct of Research Involving Human Subjects

4.3.1 All research involving humans shall require approval in writing from the Queen's University Health Sciences and Affiliated Teaching Hospitals Research Ethics Board or the General Research Ethics Board. The Queen's University Health Sciences and Affiliated Teaching Hospitals Research Ethics Board (HSREB) will act as the "REB of Record" for the Hospital. and the HSREB will consult and interact with the Hospital through the Joint Liaison Committee. The Joint Liaison Committee must approve all nominations/memberships to the HSREB. The chairperson of the HSREB will be appointed by the Principal of the University, on the recommendation of the Joint Liaison Committee. The policies developed by the HSREB will take into consideration the published guidelines of Tri-Council Policy Statement (TCPS), guidelines suggested by the National Bioethics Board, and the policies of the University and Hospital regarding research. All protocols regarding clinical research will be submitted to

the HSREB. The University's Office of Research Services' Ethics Research Office will notify the Hospital of all ethics approvals given to research falling under the Hospital's jurisdiction. For clinical drug trials, researchers must also obtain approval in writing from the Hospital's Pharmaceutical and Therapeutics Committee. All research conducted by hospital staff and student investigators that involves human participants, but may be considered social science or humanities research, must be reviewed and approved by the Queen's University General Research Ethics Board (GREB). All research must comply with the policies and requirements set out by the HSREB.

4.3.2 All research conducted at the Hospital must obtain approval from the University and Hospital through completion of the Office of Research Services' Data Summary and Signature Sheet (DSS) or any other equivalent University administrative system for capturing research/grant modules. The DSS or any other equivalent University administrative system will be used to assess the impact of all research on the operations of the various Hospital departments and full access to the data contained therein will be made available to the Hospital Research Office.

4.3.3 All contracts for research conducted at the Hospital will be negotiated by the University's Office of Research Services' Contracts Office in consultation with the Hospital Research Office and the relevant investigator, unless otherwise agreed by the Parties. All negotiated contracts will be executed by the Hospital and the University.

5.0 Inventions and Intellectual Property

The Hospital and the University acknowledge that the rights in Intellectual Property created by Hospital researchers, Hospital staff and students may be subject to policies, practices and employment terms which cannot be altered by the terms of this Agreement. Subject to that limitation, and to the extent possible, the Hospital and the University agree that the commercialization of Intellectual Property created by Hospital researchers shall be dealt with in accordance with the principles set out below.

5.1 The Hospital and the University agree that while it is desirable to have uniform policies regarding Intellectual Property, they will endeavor to ensure that their individual policies can be applied in a compatible way. Whenever possible the University and the Hospital agree to cooperate in the reporting of statistical surveys of Intellectual Property management activities.

5.2 Commercialization of Intellectual Property

5.2.1 Both Parties agree that the provisions of this Section 5.2 regarding commercialization of Intellectual Property applies only to faculty members of the University with Hospital appointments (Appointees) and the Intellectual Property created by Appointees which results from the use of the Hospital space, funding, facilities, staff or patients (Hospital resources). The provisions in Section 5.2 are intended to complement the existing Intellectual Property policy contained in the collective agreement between the University and the Queen's University Faculty Association (QUFA) and the Hospital Policy with respect to Intellectual Property developed by University faculty members with Hospital appointments. It is designed to encourage patenting and commercial development of and to promote maximum public benefit from the fruits of intellectual endeavor of Appointees using Hospital resources.

5.2.2 For the purposes of this Agreement, Intellectual Property means any result of intellectual activity created by an Appointee that can be owned by a person and includes inventions, publications, computer software, industrial and artistic designs, composition of matter, new or improved devices, systems, chemical compounds and any other creation that can be protected under patent, copyright or trademark laws.

5.2.3 Intellectual Property which results from the use of Hospital resources is owned by the Appointee, unless some other arrangement has been agreed to in advance.

5.2.4 The Hospital has a non-exclusive, royalty free, fully paid up license to use for internal, non-commercial educational and research purposes within the Hospital, all Intellectual Property created by Appointees using Hospital resources.

5.2.5 Appointees who wish to exploit the commercial potential of Intellectual Property must disclose, in writing, to the Vice-President (Research Development) of the Hospital and the Vice-Principal (Research) of the University prior to seeking protection or commercialization. The University and the Hospital will normally undertake joint development of the Intellectual Property and the chosen agent for development shall be PARTEQ Research and Development (PARTEQ) as specified in Section 5.2.7 below. If an exception to joint development is to be made, the Vice-President (Research Development) and the Vice-Principal (Research) shall determine whether the Hospital or University will take the lead role in commercializing the results of the Intellectual Property.

5.2.6 Unless otherwise stated in writing, the standard distribution of net revenues from Intellectual Property jointly developed by the University and the Hospital will be 50% to the Appointee(s), 25% to PARTEQ and 12.5% to each of the University and the Hospital. If either the University or the Hospital takes a lead role, negotiations between the Vice-Principal (Research) and the Vice-President (Research Development) shall determine the respective interests of the University and the Hospital in the institutional share of any net revenues.

5.2.7 Regardless of whether the Hospital or the University takes the lead role, or if the Intellectual Property is developed jointly, the following shall take effect:

- i) Following the disclosure to the Vice-President (Research Development) and the Vice-Principal (Research), if PARTEQ is a suitable vehicle for the exploitation of the Intellectual Property, it shall have an exclusive opportunity for ninety (90) days to make a proposal for exploitation acceptable to the Appointee. Any disclosure shall be kept in confidence by PARTEQ, University and the Hospital. The Appointee has no obligation to accept a PARTEQ proposal if PARTEQ is an unsuitable vehicle for commercialization.
- ii) Unsuitability of PARTEQ shall be based upon:
 - a) An inadequate capacity to undertake the exploitation in an expeditious manner; or
 - b) Insufficient prior experience with the type of Intellectual Property or with the types of exploitation, which are likely to yield a good return for such Intellectual Property.
- iii) Any dispute between the Hospital and/or the University and the Appointee as to whether PARTEQ is a suitable vehicle for exploitation shall be resolved by consensual mediation or arbitration as set out below.
- iv) Dispute Resolution
 - a) In the event that the Appointee and the Hospital and/or University are unable to decide on the suitability of PARTEQ, either the Appointee or the Hospital or University may request mediation of the dispute within forty-five (45) days after the Appointee has advised the Hospital and University that PARTEQ is not a suitable vehicle. The other parties have five (5) working days within which to indicate their consent to mediation. If the parties agree to proceed to mediation, the mediator shall

be chosen by mutual agreement among the Appointee, the Hospital and the University within ten (10) days.

- b) In the event the parties do not proceed to mediation or the mediation is unsuccessful, either the Hospital, University or the Appointee shall give a notice of its intent to proceed to arbitration within forty-five (45) days after the Appointee has advised the Hospital and University that PARTEQ is not a suitable vehicle or within ten days of an unsuccessful mediation.
 - c) The arbitration panel shall be formed as follows: the Appointee shall select one member of the panel, the Vice President (Research) and Vice Principal (Research) shall appoint another member of the panel, and the two panel members shall appoint a chair. The Hospital, University and the Appointee agree that the selection of the panel shall be conditional upon the panel members agreeing that the arbitration shall commence within sixty (60) days of the selection of the panel, the expected number of days needed to complete the arbitration, which shall have been determined in advance by the Hospital, University and the Appointee, shall be scheduled within a mutual agreeable time, and the panel agrees that its decision will be delivered within sixty (60) days of the completion of the evidence.
- v) Commercialization through PARTEQ
- a) If the Appointee elects to use the services of PARTEQ and PARTEQ agrees to commit its resources to protection and commercialization, the sharing of net revenues with the Appointee will be in accordance with the business practices of PARTEQ, as approved by its Board of Directors.
 - b) If PARTEQ is the agent selected to commercialize the Intellectual Property, net revenues will be shared according to the formula and process laid out in section 5.2.6.
 - c) If PARTEQ elects to seek protection and commercialization of the Intellectual Property, the Appointee shall forthwith assign all right, title, and interest in and to the Intellectual Property to the University and Hospital.
 - d) Appointees have the right to withdraw from agreements with PARTEQ under certain circumstances where the restrictions associated with the exploitation are interfering with the ability of the Appointee to pursue the scholarly research, and the Appointee agrees not to seek subsequently to exploit the Intellectual Property for commercial purposes; or PARTEQ has failed to bring appropriate skills and effort to bear on the exploitation over a period of time.
 - e) Any dispute about whether withdrawal is warranted shall be resolved as set out in section 5.2.7(vi).
- vi) Commercialization by Independent Action
- If the Appointee elects to protect or exploit Intellectual Property developed with Hospital resources without PARTEQ and if PARTEQ was a suitable vehicle for such exploitation and if the Appointee receives any net proceeds of exploitation, the Appointee shall pay to the Hospital and University twenty-five percent (25%) of any net proceeds of exploitation exceeding \$500,000.00. The University and the Hospital shall enter into negotiations to determine their respective interests in said twenty-five per cent (25%) interest.
- viii) Net Proceeds

Any net proceeds to which the Hospital becomes entitled shall be placed in a Research Trust Fund for the general purpose of supporting patient-based research in the Hospital.

6.0 Financial

6.1 Grant and Contract Administration

6.1.1 Research projects conducted by researchers at the Hospital require administration. Except where otherwise agreed upon by the Vice-President (Research Development) and Vice-Principal (Research) or stipulated by a granting agency, researchers will submit grant applications or negotiate contract research agreements through the University's Office of Research Services and all funds will be administered through the University's Financial Services department. The University's Office of Research Services and University's Financial Services department will accept full responsibility for grant or contract administration, record keeping and be responsible for all communication with the granting agency or sponsor.

6.1.2 The University's Office of Research Services and Financial Services department will notify the Vice-President (Research Development) and Vice-Principal (Research) of all research conducted within the Hospital and the University's Faculty of Health Sciences.

6.1.3 In all cases where the research will be conducted primarily at the University but may involve the use of Hospital facilities, equipment, or services, the University must obtain the approval of the Hospital through the DSS, or any other equivalent University administrative system for capturing research/grant modules, for any such uses prior to signing the grant application or research contract and the University must provide a copy of the complete grant application or contract to the Hospital. The Hospital will be allowed to participate and consult in any and all designs of these University research/grant modules that will impact Hospital facilities, equipment, or services.

6.1.4 The Hospital and University agree that research information and grant information is of mutual interest. All information related to grants, contracts and sponsorship activities relevant to health sciences research at their institutions will be shared at least on an annual basis and more frequently as appropriate.

6.2 Recovery of Indirect Costs and Overhead

6.2.1 Indirect costs and overhead recovery are mechanisms whereby both the University and the Hospital seek to recover the infrastructure costs which they provide in order for health sciences research to be conducted. Any sharing of indirect cost recovery from all sources including provincial, federal governments, industry sources or others will be determined by mutual agreement of the Parties, on a fair basis, to include the location where the research is conducted, the infrastructure required to support the research, the administrative institution, the time-span during which the research is undertaken, and specific special circumstances.

6.2.2 Research Contracts and Grants

The Hospital and the University will strive to establish uniform indirect and overhead cost rates for research grants and contracts wherever possible. In addition, the University and the Hospital will collectively develop an inter-institutional agreement on the sharing of indirect and overhead costs for research grants and contracts, having regard to the criteria set out in 6.2.1, and 6.4.2 where such costs have been incurred by both Parties.

6.2.3 Clinical Trials

The Hospital and the University will strive to establish uniform indirect and overhead cost rates for clinical trials wherever possible. In addition, the University and the Hospital will collectively develop an inter-institutional agreement on the sharing of indirect and overhead costs for clinical trials, having regard to the criteria set out in 6.2.1 and 6.4.2 where such costs have been incurred by both Parties.

6.2.4 Research Performance Fund

The provincial government has established the Research Performance Fund (RPF) which shall be considered indirect cost recovery or overhead costs. RPF funds are remitted to the University for Distribution. Any sharing of such funds shall be subject to a separate agreement between the Parties. The sharing formula developed in each instance will include the criteria set out in 6.2.1 and 6.4.2.

6.2.5 Federal Funding for Indirect Cost Recovery

The program of Federal Funding for Indirect Cost Recovery (FFICR) is an ongoing program of the Federal government administered by the Industry Canada. Under the program funds are remitted to the University for distribution. Any sharing of such funds shall be subject to a separate agreement between the Parties. The sharing formula developed in each instance will include the criteria set out in 6.2.1 and 6.4.2.

6.3 Installation of Equipment and Fixtures

6.3.1 Equipment purchased through grants and contracts will be subject to the policies of the granting agency (sponsor) or industry sponsor (sponsor). If the policy of the sponsor allows the recipient to assign ownership and subject to any relevant terms and conditions of the governing agreement with the sponsor, the equipment will be owned by the host institution where the researcher is primarily conducting their research. If the research is conducted primarily at the University, the University will own the equipment solely. If the research is conducted primarily at the Hospital, the Hospital will own the equipment solely. The host institution will be responsible for the insurance that relates to the ownership of the equipment.

6.3.2 Either Party may install equipment and fixtures on or in the premises of the other Party, subject to the prior and written agreement of the Vice-Principal (Research) and Vice-President (Research Development), or designate, of the Party owning the premises. Such agreement shall define the legal or other liabilities of each Party associated with ownership, placement and operation of such equipment and fixtures and the terms and conditions under which it may be removed or title may be transferred to the Party owning the premises.

6.4 Research Space

6.4.1 Neither Party shall commit the financial, physical or human resources of the other Party without the specific concurrence in writing of that Party.

6.4.2 It is recognized that researchers at both the University and the Hospital may have research space within the University and Hospital and may conduct their research in both facilities. It is recognized that to achieve a fair share of indirect cost recoveries, there will need to be an assessment of the size and function of the research space utilized by such researchers. This assessment shall be conducted on a good faith basis with a consensus agreement agreed to in writing by both Parties regarding the utilization and assessment of space utilized.

7.0 Publications and Presentations

Acknowledgement of University and Hospital support is a requirement for all research studies. Hospital researchers need to take every opportunity to appropriately acknowledge when publishing or presenting the results of research that has benefitted in any way from University and Hospital.

April 9, 2009