

ARTICLE 12. OUTSIDE PROFESSIONAL ACTIVITIES

12.1 General Principles

12.1.1 Members have obligations to the University which include teaching and providing other services to students, study and research, participation in the administrative work of the University and public service directly related to these activities or intended to maintain liaison between the University and the community.

12.1.2 It is recognized by both parties that there are circumstances where professional activities outside the Members' regular university duties, on both a remunerative and non-remunerative basis, can bring benefits to and enhance the reputation of the University and the capacity of Members. Therefore, the University agrees that Members may, in appropriate circumstances, engage in outside professional activity, provided that this activity does not conflict or interfere with the Member's primary obligations, duties and responsibilities to the University as defined in this Agreement. Subject to s. 12.2, in general, a Member may engage in outside professional activity provided this activity represents a contribution to the community which can be made by the Member by virtue of his/her training, advanced study or research or that is of value in maintaining or developing the Member's academic competence.

12.2 Outside Professional Activity

12.2.1 Members may engage in any outside professional activities subject to the following conditions:

12.2.1.1 No Member may engage in any outside professional activity which conflicts or interferes with the fulfilment of the Member's obligations to the University without prior written permission of the Vice-President (Academic);

12.2.1.2 A Member shall obtain the prior written authorization of the Vice-President (Academic) regarding the Member's engagement in any outside paid, or substantial non-paid, professional activity that might reasonably be viewed as conflicting or interfering with the obligations, duties and responsibilities of the Member, as defined in this Agreement. Such authorization shall not be unreasonably withheld. Where, in extraordinary circumstances, prior written authorization cannot be obtained, the Member shall seek written authorization as soon as possible;

12.2.1.3 A Member shall notify his/her dean/director within thirty (30) days in writing as to the nature and extent of any paid, and any substantial non-paid, outside professional activity which the Member has assumed or agreed to assume;

12.2.1.4 When a Member's outside activities involve the use of the University's facilities, supplies or services, their use shall be subject to the prior approval of the University. The costs of the use of such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the University agrees, in writing, to waive all or part of such costs;

12.2.1.5 The name of the University shall not be used by a Member in any outside professional activity unless agreed to in writing by the Vice-President (Academic), although nothing shall prevent the Member from stating the nature and place of her/his employment, rank and title (s) in connection with outside professional activities, provided that she/he shall not purport to represent the University or speak for it, or to have its approval unless that approval has been given in writing;

12.2.1.6 Upon written request of the University a Member shall submit a written report of all professional activities of a substantial nature by June 30 of any academic year to the ~~President~~ Vice-President (Academic) and Provost through his/her dean/director.