

THIS AGREEMENT made this day of , 2010

BETWEEN:

THE WINNIPEG REGIONAL HEALTH AUTHORITY
(the “WRHA”)

-and-

THE UNIVERSITY OF MANITOBA
(the “University”)

(collectively the “JOD”)

-and-

Dr.

(the “Academic Clinician”)

(Note: a parallel agreement will be drafted for Medical Corporations)

WHEREAS the WRHA and the University wish to foster ongoing development of an Academic Health Sciences Network by integrating health sciences education, research, clinical care and administrative services provided by medical staff and faculty to optimize service to patients, learners and the community at large;

AND WHEREAS the WRHA and the University have established the Joint Operating Division, known as the JOD, to support joint endeavours between the WRHA and the University, including the ongoing development of an Academic Health Sciences Network where education, research, clinical care and administrative services are fundamental elements integrated to enhance each other, and for the purposes of recruiting, engaging and retaining Academic Clinicians, and to coordinate matters of mutual concern related to Academic Clinicians in order to create the best possible practice environment for Academic Clinicians;

AND WHEREAS Academic Clinicians are committed to inter-professional patient-centred care, learner-centred teaching, life long learning, continuing medical education and effective knowledge translation;

AND WHEREAS the University and the WRHA have a common interest in the professional education of physicians, the conduct of medical research and the communication of medical knowledge for the common good of society which depends on the search for truth and its free expression in accordance with the commitment to the exercise of academic freedom, as provided for in this Agreement;

JOD Initials ____
Academic Clinician Initials ____

AND WHEREAS this integrated contractual model is necessary to support such an integrated approach to teaching, clinical care, research and administrative services by Academic Clinicians;

AND WHEREAS the provision of clinical care, teaching research and administrative services and recruitment and retention of Academic Clinicians will continue to be unduly fragmented in the absence of a new contractual model;

AND WHEREAS the JOD requires the services of a duly qualified Academic Clinician to practice within this Academic Health Sciences Network;

AND WHEREAS the Academic Clinician has represented that he/she has a valid licence from the College of Physicians and Surgeons of Manitoba (“CPSM”) to practice medicine in the Province of Manitoba and the necessary knowledge, skills and experience to provide the services required by the JOD, and agrees to provide the services set out herein as an independent contractor;

THE PARTIES therefore agree as follows:

TERM

1. This Agreement shall take effect ____ [DATE] ____.
2. This Agreement shall remain in effect until _____ [date] unless terminated earlier in accordance with Articles 25, 26, 29 or 30 or extended by mutual agreement between the parties in writing.

DESIGNATION

3. The Academic Clinician shall be designated as an Academic Clinician in the Section of _____ in the Department of _____ of the Faculty of Medicine of the University and in the Program of _____ of the WRHA.
4. This Agreement is conditional on the Academic Clinician:
 - a. maintaining an appointment to the medical staff of the WRHA in accordance with Article 3;
 - b. maintaining an academic appointment of an appropriate type with the University;
 - c. obtaining and maintaining liability/malpractice coverage with the Canadian Medical Protective Association (CMPA) or equivalent coverage with an insurance carrier satisfactory to the JOD;
 - d. attending any orientation sessions required by the JOD; and

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- e. obtaining and maintaining the necessary approvals to enable him/her to practice in Canada. It is the Academic Clinician's sole responsibility to ensure appropriate documentation is obtained and provided to the JOD to establish eligibility to provide services in Canada including all Citizenship and Immigration Canada requirements.

SERVICES

- 5. The Academic Clinician agrees to provide the services outlined in Articles 6, 7, and 8, herein (the "Services") and agrees to oversight of his/her Services by the JOD [insert Program Medical Director/Department Head or site leader or section Head, as appropriate].

- 6. The Academic Clinician's services generally shall include teaching, research, administration and clinical responsibilities for the benefit of the JOD. In particular the Academic Clinician agrees to:
 - a. Teaching [Insert teaching Duties]

 - b. Research [Insert research duties]

 - c. Administrative [Insert Administrative Duties]

 - d. Clinical [Insert Clinical Duties and refer to alt funded agreement where applicable]

Such services may be amended by mutual agreement of the parties. Where either party requests such an amendment the other party shall give reasonable consideration to such request.

- 7. The Academic Clinician agrees to work collaboratively to provide essential patient services including on-call coverage. It is understood that on-call coverage shall be shared equitably between the [identify specialty of the Academic Clinician] physicians providing services in the Winnipeg Health Region, as determined by the Section Head/Program Medical Director in the Winnipeg Health Region. The Academic Clinician's on-call coverage shall be reasonable having regard to all of the relevant circumstances.

- 8. In recognition of the professional nature of the Services to be provided within an Academic Health Services Network, the Academic Clinician agrees to:
 - a. incorporate patient-centered clinical perspectives into research and teaching activities;

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- b. participate in patient access improvement activities;
 - c. incorporate evidence-based research findings into the delivery of clinical services and teaching in consultation with the [insert Program Medical Director or site leader or section Head, as appropriate.];
 - d. keep accurate and up-to-date medical records in a manner satisfactory to the CPSM and the JOD;
 - e. submit such reports and statistical information as may reasonably be required by the JOD;
 - f. make reasonable efforts to enhance efficiency and effectiveness of the services of the JOD;
 - g. collaborate with other health care providers in the delivery of clinical, teaching and research services;
 - h. support professionalism in the delivery of clinical, teaching and research services, including enhancement of a patient-centered approach to all services delivery;
 - i. engage in efforts to ensure consistent standards of practice across the province and across the continuum of care;
 - j. co-operate with the JOD in efforts to recruit and retain academic clinicians and staff;
 - k. engage in strategies for cost-effective delivery of care;
 - l. engage in quality improvement and innovation efforts; and
 - m. actively participate in student and staff evaluations.
9. In accordance with Article 6, the Academic Clinician agrees to devote as much of his/her time and attention to the delivery of services as is reasonably required to perform the Services.
10. A periodic review of the delivery of the Services by the Academic Clinician shall be carried out by [insert Program Medical Director/Department Head or site leader or section head, as appropriate]. Results of this review shall be communicated in writing to the Academic Clinician and where deemed appropriate by the JOD or requested by the Academic Clinician a meeting shall be held to discuss such review. In the event that such review identifies any need for improvement in the delivery of the Services, the Academic

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Clinician shall be provided a reasonable opportunity to address such areas needing improvement. Where in the reasonable opinion of the JOD the areas needing improvement are significant, a meeting to discuss progress toward improvement shall be held within 90 days of the review.

11. The Academic Clinician acknowledges that rights and/or obligations pertaining to intellectual property are set out in the University’s Intellectual Property Policy. Subject to this policy and subject to Articles 20 to 22, all items created by the Academic Clinician or furnished by the JOD and all equipment, supplies, books, records, reports, files, manuals, literature, Confidential Information or other materials provided by the JOD in the performance of this Agreement shall be considered and shall remain the exclusive property of the JOD. The Academic Clinician agrees to return all such property to the JOD on the termination of this Agreement irrespective of the time, manner or cause of termination.

PROFESSIONAL INCOME

12. Professional income for the services of Academic Clinicians is derived from several sources, including Manitoba Health, the WRHA, the University and various third parties. There are different payment modalities for such professional income, including fee-for-service, alternate funding, stipends and third party payments depending on the Academic Clinician’s practice.

For the Services provided pursuant to this Agreement, the Academic Clinician shall earn professional income from the following sources:

[insert payment sources applicable to the Academic Clinician]

a. The Academic Clinician shall be paid by the JOD the amount of _____ dollars per annum on a monthly basis for integrated clinical, education, research and administrative services provided under this Agreement;

(This amount will include any clinical payments not referenced to in any of the provisions below, stipends for education/research, funds in lieu of pension and benefits, and any adjustments required to reflect particular clinical components of current payments (e.g. top ups) during the implementation phase)

b. the Academic Clinician shall be paid alternate funding in accordance with:

[List any alt funded agreement which may apply]

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- c. The Academic Clinician shall submit fee-for-service claims to, and be paid by, Manitoba Health in accordance with the Physician's Manual for the provision of all insured medical services except where he/she is being compensated for the provision of such services pursuant to a written agreement(s) which provides otherwise;
 - d. The Academic Clinician shall retain any third party and/or patient payments or recoveries for uninsured services except where he/she is being compensated for the provision of such services pursuant to a written agreement(s) which provides otherwise; and
 - e. The Academic Clinician shall be paid for on-call coverage in accordance with the terms of, and the rates provided for in, any applicable on-call agreement (e.g. the On-Call Specialist; Doc of the Day Agreement) in effect from time to time between Manitoba Health and Doctors Manitoba.
13. The Academic Clinician hereby directs that all professional income earned for providing services pursuant to this Agreement be remitted for administration to the "Academic Medical Group" practice plan [currently called "UMG"] of which the Academic Clinician is a member. [This paragraph shall be applicable to Academic Clinicians who are members of Departments with a percentage-based overhead payment].

ACCESS TO RESOURCES AND BUSINESS EXPENSES

14. The JOD commits to providing the Academic Clinician with access to a minimum of ___ [slates/clinics/sites] ___ annually to be scheduled by the Program Medical Director, or designate in consultation with the Academic Clinician. Factors to be taken into account in the scheduling of such access include the needs of patients, availability of resources and the reasonable distribution of access to other Academic Clinicians within the specialty group. The JOD shall make all reasonable efforts to ensure such [slates/clinics/sites] are made available to the Academic Clinician. The Academic Clinician shall be accountable to the Program Medical Director, or designate to make all reasonable efforts to fully utilize those [slates/clinic/sites]. The access to resources described above may be reviewed and adjusted from time to time by mutual agreement between the Program Medical Director, or designate, and the Academic Clinician.
15. The Academic Clinician agrees to be solely responsible for all expenses and resources of an individual nature including but not limited to:
- a. equipment for the Academic Clinician's personal use (e.g. stethoscope, etc.);
 - b. continuing medical education, including conference fees and materials and medical journals;

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- c. costs related to submitting fee-for-service billings;
- d. travel;
- e. any benefits including health, dental or life insurance;
- f. CPSM, Royal College of Physicians and Surgeons of Canada, the College of Family Physicians of Canada, Doctors Manitoba and CMPA dues, levies and/or premiums; and
- g. any costs related to marketing and advertising, subject to CPSM guidelines and regulations.

In addition, the Academic Clinician agrees to be solely responsible for the expenses set out in Articles 38 and 39.

16. The JOD shall provide to the Academic Clinician the following WRHA and University resources to be used for the purpose of generating income pursuant to this Agreement.
- a. Office space located at _____ and office furniture, utilities, maintenance, cleaning, security, etc. [specify]
 - b. Office supplies and equipment including but not limited to telephone, computer, internet, pager, shared fax machine, photocopier [specify]; and
 - c. Administrative support [specify]
17. In consideration of the provision of resources set out in Article 16, the JOD shall be entitled to a quarterly payment from the Academic Clinician.

[Upon implementation the amount of overhead to be paid will be determined based on the tithe paid by the particular physician currently and the expenses currently being supported by tithed funds. This will ensure cost neutrality for all parties. The overhead calculation will be clearly stated in this article of the contract.]

Each quarter the JOD shall submit an invoice to the Academic Clinician for the required payment through the “Academic Medical Group” practice plan, and such payment shall be made within 30 days.

The Academic Clinician consents and agrees that the “Academic Medical Group” practice plan may release information to the JOD on the Academic Clinician’s professional/clinical income for the purpose of this Article. [Applicable to Academic Clinicians who are members of Departments with percentage-based overhead payments].

18. Subject to Articles 15, 16, 17 and 19, it is agreed that there shall be no additional cost to the Academic Clinician personally for medical/surgical/research supplies, nursing staff, support staff, capital equipment or use of clinical, lab or teaching space directly necessary for the provision of the Services in a hospital, WRHA or University facility.

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19. Where, as a result of exceptional circumstances beyond the JOD's control, including but not limited to, a labour dispute (excluding a physician labour dispute) or public health emergency, the JOD is unable to provide the facilities and/or resources described in Articles 14 and 18 such that the Academic Clinician is unable to provide some or all of the Services under this Agreement, the JOD shall continue to pay the Academic Clinician the amount provided for in Article 12(a) and the Academic Clinician shall not be required to pay any business expenses pursuant to Article 17 pro rated for the period of time of the exceptional circumstance.

[Include provision re: Collection of GST/PST if necessary]

ACADEMIC FREEDOM

20. Academic Clinicians have the right to academic freedom, which is defined as the freedom to examine, question, teach and learn, and the right to investigate, speculate and comment without prescribed doctrine in the carrying out of scholarly pursuits. Academic freedom entitles Academic Clinicians to exercise these rights in carrying out their academic activities, pursuing research and scholarship and in publishing or making public the results thereof.
21. The JOD affirms that the Academic Clinician shall have academic freedom in his or her scholarly pursuits. Academic freedom carries with it the responsibility to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and the dissemination of knowledge in the search for truth. The Academic Clinician agrees that in exercising his or her rights to academic freedom, he/she shall strive for accuracy, exhibit fairness and due regard for evidence and shall demonstrate restraint so as not to infringe on the rights of others, especially those to whom he/she has a direct or indirect duty of care. In making public statements, the Academic Clinician agrees that he/she shall not, unless duly authorized, state or imply that he/she speaks on behalf of the JOD, the University or the WRHA.
22. The Academic Clinician agrees that where he/she intends to disclose or publish information that may relate to the operations of or affect the reputation of the JOD, the University or the WRHA, he/she shall, as a courtesy, provide reasonable advance notice of his/her intention to do so and the contents of such information.

GOVERNANCE

23. All Academic Clinicians are governed by the By-Laws, rules, regulations, standards, guidelines, policies and procedures of the University and the WRHA and the sites at which the services are delivered, all as amended from time to time, as applicable to the delivery of the Services provided for in this Agreement. The

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Academic Clinician agrees that research conducted as part of the Services shall include the approval of the appropriate research ethics board.

TERMINATION

- 24. Notwithstanding any other agreement, rule, regulation, policy or by-law to the contrary, the Academic Clinician may terminate this Agreement at any time by giving 90 days notice in writing to the JOD.
- 25. The JOD may terminate this Agreement at any time by paying to the Academic Clinician a reasonable termination payment to offset the reasonable costs and business losses associated with the disruption to the Academic Clinician's business. Factors to be taken into account in determining the amount of the termination payment shall include, but not be limited to, the reasonably anticipated change in business revenue, the ability of the Academic Clinician to engage in similar business elsewhere, the time frame reasonably required to relocate the Academic Clinician's practice, and the efforts undertaken by the Academic Clinician to relocate his or her practice within that time frame.
- 26. In the event the JOD elects not to renew this Agreement for a further term on the same terms and conditions upon its expiry, the JOD shall give notice of its intention one year in advance of the expiry of the Agreement. In the event that such notice is not provided in accordance with this Article and the JOD and the Academic Clinician do not agree to enter into a new agreement satisfactory to both parties, the termination payment as determinable under Article 25 shall be payable to the Academic Clinician.

In the event that the Academic Clinician elects not to renew this Agreement on the same terms and conditions upon its expiry, the Academic Clinician shall give notice of his or her intention at least 90 days in advance of the expiry of the Agreement.
- 27. Where this Agreement is terminated in accordance with Article 24 or 25 neither party is required to provide reasons for such termination.
- 28. This Agreement shall automatically terminate with immediate effect in the event of the death of the Academic Clinician.
- 29. Notwithstanding Articles 10 and 24 to 28, and subject to Article 30 the JOD may terminate this Agreement prior its expiry without notice or payment of termination payment where there is a material breach of this Agreement. A material breach shall include, but not be limited to, when the Academic Clinician:
 - a. becomes incapable of providing the Services;

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- b. in the performance of the Services commits a serious act of dishonesty, a criminal offence or is grossly negligent;
 - c. fails at any time to satisfy any of the conditions set out in Article 4;
 - d. subject to The Public Interest Disclosure (Whistleblower Protection) Act and Articles 20, 21 and 22 commits any act which, in the reasonable opinion of the JOD might adversely affect the reputation of the JOD in the eyes of its clients or the public in general; or
 - e. has been provided with the reasonable opportunity but has failed to reasonably address areas for improvement which are serious in nature and identified in accordance with Article 10.
30. Where the JOD intends to terminate this Agreement pursuant to Article 29 the JOD shall, without delay, bring any material breach and where applicable examples thereof, directly to the attention of the Academic Clinician at a meeting with the [insert Program Medical Director/Department Head or Site Leader or Section Head, or his or her designate, as appropriate]. At that time, the JOD shall provide the Academic Clinician with clear reasons in writing as to why it believes that the Academic Clinician has committed a material breach. The Academic Clinician shall be provided with an opportunity to attend any meeting under this Article with a representative or legal counsel. The Academic Clinician shall make himself or herself available for such meeting within 10 business days of a request for the meeting. In the event that the Academic Clinician does not make himself or herself available to meet within 10 business days, the requirement for a meeting will be deemed to be waived.
31. The termination of this Agreement shall not affect any rights of either party which have accrued before the date of such termination, nor shall it relieve either party of any of its obligations or liabilities which have arisen prior to the termination.
32. Failure of the JOD to rely on the provisions of this Article in any given instance or instances shall not constitute a precedent or be deemed a waiver.

ASSIGNMENT

33. The rights and obligations that accrue to the JOD under this Agreement shall pass to its successors or assigns. The rights of the Academic Clinician under this Agreement are not assignable or transferable in any manner without the consent of the JOD.
34. This Agreement shall be binding upon the executors, administrators, heirs and successors of the Academic Clinician.

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INDEPENDENT CONTRACTOR

35. The parties intend and agree that the Academic Clinician is a professional acting as an independent contractor in the provision of the Services pursuant to this Agreement. It is understood and agreed that as an independent contractor the Academic Clinician is not subject to the control or direction of the JOD as to the means and methods of performing said Services. No provision of the Agreement that gives the JOD a measure of control over the Services shall be construed so as to cause the Academic Clinician or any persons employed by him or her to be employees of either the WRHA or the University.
36. Subject to the obligations of the Academic Clinician under this Agreement, the Academic Clinician shall be free to offer services to any other person, except where there may be a conflict of interest with the JOD. If there are reasonable grounds to believe that there may be a conflict of interest, the Academic Clinician shall disclose such potential conflict to the [insert Program Medical Director/Department Head or site leader or Section Head, as appropriate], or delegate, prior to signing of this Agreement and/or prior to accepting the engagement to provide such other services. The JOD shall determine whether there may be a conflict, or potential conflict, and what action, if any, the JOD will require the Academic Clinician to take.
37. The Academic Clinician declares that he/she does not have a financial interest in a business of his/her own or of any third party that would cause either an actual or perceived conflict of interest in the carrying out the work contemplated by this Agreement. If such an interest is acquired during the term of this Agreement, the Academic Clinician shall declare such interest in writing to the JOD within 7 business days. The JOD shall take whatever action it deems necessary including, without limitation, termination of this Agreement in accordance with Articles 29 and 30.
38. As an independent contractor the Academic Clinician shall not, for any purpose, be deemed to be an employee of the JOD nor be entitled to or receive from the JOD any rights or benefits of the JOD or its employees. The JOD shall carry no workers' compensation insurance or any health or accident insurance to cover the Academic Clinician. The JOD shall not make any contributions to the Canada Pension Plan or any other pension plan, Employment Insurance, the Academic Clinician's annual CMPA (or any other liability insurance), Doctors Manitoba, CPSM, continuing medical education or other professional expenses/fees or withhold any income taxes, nor provide any additional compensation for services delivered on statutory holidays, nor provide any other contributions or benefits, including but not being limited to paid vacation, statutory holidays, sick benefits, health benefits or continuing medical education leave. The Academic Clinician

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shall not be entitled to reimbursement by the JOD for travel, conferences or promotion expenses.

39. The Academic Clinician is not an employee of the JOD, and the Academic Clinician shall bear sole responsibility for the discharge of any professional liability, income tax liability, and any other liability imposed by law arising from the Academic Clinician's professional work and any other business expenses arising from such professional work. The Academic Clinician shall, be responsible for collecting and remitting any applicable goods and services tax or any Employment Insurance or Canada Pension Plan remittances required by law or desired by the Academic Clinician. The Academic Clinician shall be responsible for payment of all salaries and benefit costs for any persons employed by the Academic Clinician, including source deductions.

DUE CARE

40. The Academic Clinician shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged and no rights are infringed.
41. The Academic Clinician shall be solely responsible for any omission or negligent act of the Academic Clinician or his/her employees or permitted subcontractors.

CONFIDENTIALITY

(Note: Need to address confidentiality in the context of medical corporations and limitation of confidential information to controlling shareholder ie. the physician personally)

42. The Academic Clinician acknowledges that he/she is aware of his/her rights and obligations pursuant to *The Personal Health Information Act*, (Manitoba) ("PHIA") and regulations thereunder, and the *Freedom of Information and Protection of Privacy Act*, ("FIPPA") and regulations thereunder. The Academic Clinician shall co-operate with the JOD to avoid any breaches of PHIA and FIPPA.
43. The Academic Clinician acknowledges that he/she may come into possession of information and documents belonging to and/or produced for the WRHA, University or JOD or concerning their activities that are confidential ("Confidential Information") including but not limited to information and documentation produced or discovered by the Academic Clinician in the performance of the services. Subject to Articles 20, 21 and 22 the Academic Clinician shall keep all such Confidential Information strictly confidential and

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shall return records containing Confidential Information upon the expiry or termination of the Agreement or earlier if requested by the JOD.

44. Confidential Information shall not include information that:
- a. is or becomes part of the public domain with the authorization of the WRHA, University or JOD, as the case may be;
 - b. is disclosed by the Academic Clinician with the written consent and authorization of the JOD;
 - c. is independently developed by the Academic Clinician outside the performance of this Agreement;
 - d. was in the Academic Clinician's possession before the date of disclosure to the Academic Clinician by the JOD except to the extent that such information includes personal health information and personal information as defined in PHIA and FIPPA respectively;
 - e. is required by law to be disclosed pursuant to an order of a court or other authority of competent jurisdiction, provided that before making such disclosure the Academic Clinician shall promptly provide the JOD with written notice of the requirement to disclose, and shall reasonably cooperate with the JOD if it chooses to challenge, narrow or restrict such an order;
 - f. the Academic Clinician provides to his/her legal counsel; and
 - g. the Academic Clinician provides to Doctors Manitoba as his/her agent, which information shall be limited to his/her duties, profit, terms of services, accreditation reports about the JOD, physician vacancies and shortages of medical staff within the operations of the JOD and related impact on the provision of medical care, for the sole purpose of properly representing the Academic Clinician's legitimate interests.

In no event shall the exceptions in (a) through (g) above be deemed to include the disclosure of information prohibited from disclosure pursuant to PHIA or FIPPA or any other laws of Manitoba or Canada.

45. It is acknowledged and agreed that personal information collected by the JOD in relation to this Agreement is being collected for the purpose of the administration of this Agreement on behalf of both the WRHA and the University. The Academic Clinician agrees that such personal information collected by the JOD, the University and the WRHA in relation to the Academic Clinician may be shared by the University with the WRHA, and Doctors Manitoba and by the WRHA with the University, and Doctors Manitoba. It is further acknowledged and agreed that personal information collected by the CPSM in relation to the

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Academic Clinician pertaining to this Agreement may be shared by CPSM with the WRHA, the University and Doctors Manitoba for the purposes of the administration of this Agreement.

DISPUTE RESOLUTION PROCEDURE

46. Where a dispute arises with regard to the interpretation, application or alleged violation of this Agreement, the parties agree to use their best efforts to resolve such disputes as efficiently and cost-effectively as possible. In the course of any dispute resolution the Academic Clinician may be represented by an agent or legal counsel.
47. Where such a dispute arises either party may request a meeting between the Academic Clinician and the [insert Program Medical Director/Department Head or site leader or Section Head, as appropriate] to discuss the dispute. Such a meeting shall be convened within 10 working days of the request.
48. If no settlement is reached to the dispute within 5 working days of that meeting the Academic Clinician may request a meeting with the jointly appointed designate of the President and CEO of the WRHA and the Dean of the Faculty of Medicine. Such meeting shall take place within 10 working days of the request. The JOD shall state its position in writing and provide same to the Academic Clinician within 5 business days.
49. Failing satisfactory settlement of the dispute pursuant the procedure outlined above, the dispute may be referred by either party to a Board of Arbitration to be made up of a single Arbitrator to be jointly appointed by the parties. Such arbitration shall be held in accordance with *The Arbitration Act*. The decision of the Arbitrator shall be binding on both parties.
50. The Arbitrator shall have jurisdiction to hear and determine any dispute with regard to the interpretation, application or alleged breach of this Agreement, including whether the matter is arbitrable. In determining arbitrability the Arbitrator shall take into consideration Article 51.
51. For purposes of greater certainty, it is acknowledged that the Arbitrator shall **not** have the jurisdiction to hear disputes with regard to:
 - a. the Academic Clinician's appointment to the WRHA medical staff;
 - b. the Academic Clinician's academic appointment by the University; or
 - c. any matter covered by the Master Agreement between Manitoba Health and Doctors Manitoba.
52. The costs incurred by either party relative to the arbitration procedure shall be borne by that party including the cost of witnesses, except the costs of the

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Arbitrator shall be shared equally by the JOD and the Academic Clinician. Where however, the Academic Clinician is being represented in the Arbitration by Doctors Manitoba, Doctors Manitoba shall bear the costs related to the Arbitration.

53. Time frames referred to in Articles 47 and 48 herein may be extended by agreement between the parties.

NOTICES

54. All notices or other communications authorized or required to be given pursuant to this Agreement shall be in writing and shall be delivered or sent according to this address (or fax number) of the recipients, as follows:

JOD : 4th Floor
 650 Main Street
 Winnipeg Manitoba
 R3B 1E2

PHYSICIAN: [INSERT ADDRESS]

Any such notice or communication shall be deemed to have been received on the date of delivery or facsimile communication, or if sent by registered mail, on the fifth business day following the date on which it was mailed.

GENERAL

55. Articles 33-54 shall survive the termination or expiration of this Agreement.

56. This Agreement is binding on the University and the WRHA jointly and severally.

57. No amendment, modification or change to this Agreement shall be valid or binding unless it is in writing and duly executed by both parties and is then effective only in the specific instance and for the specific purpose for which it is given.

58. For the purpose of this Agreement, the singular shall be construed to include the plural, where appropriate.

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Academic Clinician Initials ____

