

MASTER AFFILIATION AGREEMENT

Effective Date: February 15, 2002

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

CANCERCARE MANITOBA

ARTICLE 1 - PURPOSE

- 1.1 Whereas both The University of Manitoba (the "*University*") and CancerCare Manitoba ("*CCMB*") are interested in achieving excellence in patient care and in education and research in the health sciences, the University and CCMB are entering into this Agreement to facilitate the pursuit of these objectives in a manner that is consistent with their respective missions and values, their statutory powers and duties and their continuing obligations to entities not party to this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.1 "*CCMB Board*" shall mean the Board of Directors of CCMB.
- 2.2 "*CCMB Facility*" shall mean a facility owned, operated or funded in whole or in part by CCMB.
- 2.3 "*CCMB Program*" shall mean a program established and conducted under the authority of CCMB and shall include a Cancer Care Program.
- 2.4 "*CCMB Staff*" shall mean employees and independent contractors of CCMB and members of the Medical Staff.
- 2.5 "*Cancer Care Program*" shall mean a CCMB Program involving activities that aim to prevent cancer, to cure cancer and to increase survival rates and quality of life for those who develop cancer, by converting the cumulative knowledge gained through research, surveillance and outcome evaluation into strategies and actions.
- 2.6 "*Chief Executive Officer*" shall mean the President and Chief Executive Officer of CCMB.
- 2.7 "*Council*" shall mean the Joint University – CCMB Council established under Article 9 of this Agreement.

- 2.8 "**Dean**" shall mean the Dean of a Faculty of the University.
- 2.9 "**Department Head**" shall mean the head of a department of the University.
- 2.10 "**Director**" shall mean the Director of a School of the University.
- 2.11 "**Faculty**" shall mean a Faculty of the University.
- 2.12 "**Funding Agreement**" shall mean the agreement dated August 20, 2003 among Her Majesty in Right of the Province of Manitoba represented by the Minister of Health, the University, CCMB and Winnipeg Regional Health Authority.
- 2.13 "**Joint Program**" shall mean a program established and/or conducted under the authority of both the University and CCMB.
- 2.14 "**Medical Staff**" shall mean duly qualified medical and dental practitioners authorized by the CCMB Board to practice medicine or dentistry in CCMB Facilities and/or CCMB Programs.
- 2.15 "**Placement Agreements**" shall mean clinical placement agreements entered into by the parties as contemplated in Section 5.4 of this Agreement.
- 2.16 "**President**" shall mean the President of The University of Manitoba.
- 2.17 "**School**" shall mean a School of the University.
- 2.18 "**Secondment Agreement**" shall mean a secondment agreement entered into by the parties as contemplated in Section 7.5 of this Agreement.
- 2.19 "**Subsidiary Agreements**" shall mean agreements described more fully in Article 3 below including, without limitation, those agreements already entered into by the parties as listed in Schedule A hereto.
- 2.20 "**University Board**" shall mean the Board of Governors of the University.
- 2.21 "**University Employees**" shall mean employees of the University.
- 2.22 "**University Facility**" shall mean a facility owned, operated or funded in whole or in part by the University.
- 2.23 "**University Program**" shall mean a program established and conducted under the authority of the University.

ARTICLE 3 - SUBSIDIARY AGREEMENTS

- 3.1 The parties may enter into Subsidiary Agreements that contain provisions specific to particular programs of education, research and clinical care or to particular services. Without limitation such Subsidiary Agreements may include:

- (a) provisions pertaining to activities of Faculties, Schools, academic groups or institutes insofar as said activities involve the use of a CCMB Facility; and
 - (b) provisions pertaining to research, ownership of intellectual property, operation of libraries, information and information systems.
- 3.2 The parties agree that any Subsidiary Agreement need only be signed by the President of the University, or his or her designate, on behalf of the University.
- 3.3 The provisions of this Agreement shall be deemed to be included in any Subsidiary Agreement and any such Subsidiary Agreement shall be read as subject to this Agreement.
- 3.4 Unless otherwise stated herein or in any specific Subsidiary Agreement, if any provision of this Agreement is inconsistent with any provision of any Subsidiary Agreement, then this Agreement shall govern.

ARTICLE 4 - RIGHTS AND OBLIGATIONS

- 4.1 The University and CCMB acknowledge that each have statutory rights and obligations. CCMB is responsible for establishing and conducting all Cancer Care Programs, for establishing and maintaining the quality of patient care provided within CCMB Programs and CCMB Facilities and for determining the nature, site and extent of the services provided and programs established and/or conducted by CCMB in or through CCMB Facilities. The University is responsible for establishing standards of teaching, research and administration conducted by University Employees appointed to or employed in CCMB Programs or in CCMB Facilities, for determining the nature and extent of the teaching, research and administration programs the University conducts, for assigning teaching, research and administration responsibilities, and for evaluating the success of those three academic activities.

ARTICLE 5 - EDUCATION AND RESEARCH

- 5.1 It is the declared interest of the University and CCMB to encourage the development of appropriate education and research programs within CCMB Facilities and/or University Facilities.
- 5.2 It is understood that in the conduct of education and research, each party has the right and responsibility to require that due and proper regard be given to the personal rights, safety and wishes of patients and staff and the propriety of the education and research to be conducted.
- 5.3 University Programs conducted in CCMB Facilities shall be continued unless modified pursuant to this Agreement. The parties agree not to alter programs or services in a manner that will materially affect clinical services, education, research, administration or the operation of CCMB or the University without reasonable notice and consultation, particularly with relevant Deans and Department and Section Heads, and having due regard for the operating needs of the programs and services affected.

- 5.4 CCMB will, within mutually agreed upon numerical limits, accept for graduate and undergraduate training such students and trainees as are assigned by the University to CCMB Programs and CCMB Facilities, the details of which will be set out in one or more Placement Agreements between the parties. The parties shall negotiate in good faith for the purpose of mutually agreeing upon a standard form Placement Agreement as soon as reasonably possible following the execution of this Agreement. The University shall ensure that such students and trainees meet the requirements of any applicable regulatory body.
- 5.5 Each of the parties undertakes to exert its best efforts in meeting the requirements for accreditation of the programs for which it is responsible and, where applicable, to:
- (a) cooperate to maintain that status; and
 - (b) make the results of accreditation reviews available to the other party, unless prohibited by the relevant accrediting agency.
- 5.6 The University agrees to acknowledge CCMB in publications, presentations or news releases based wholly or in part on work carried out in CCMB Programs. Similarly, CCMB agrees to acknowledge the University in publications, presentations or news releases based wholly or in part on work involving University Employees or students.
- 5.7 Each of the parties agrees to make a conscious effort to:
- (a) view this Agreement as the framework for increasing collaborative efforts that encourage innovative and interdisciplinary research, including, when appropriate, the cross-appointments of staff, by building on the combined strengths of the University and CCMB;
 - (b) look for opportunities to establish such collaborative efforts and to remove obstacles thereto in a timely manner; and
 - (c) explore opportunities in emerging fields such as information technology, record linkage and analysis of large population derived data bases, with a view to improving population based cancer risk reduction and improving cancer care.

ARTICLE 6 - FUNDING AND COSTS

- 6.1 The parties will work together and with other appropriate parties to secure the resources necessary for exemplary patient care, teaching and research.
- 6.2 Salary and Benefits Cost Sharing
- 6.2.1 Subject to the provisions of the Funding Agreement, where a University Employee or CCMB Staff receives a salary or remuneration from both parties:

- (a) The parties will share, *pro rata* according to their respective shares of the individual's salary, the costs of recruitment, moving allowances, leaves (including research/study and administrative leaves), severance, the employer's share of pension contributions, CPP, EI, WCB related costs, payroll levy, life insurance, disability insurance, dental and supplementary health plans, other retirement benefits including retirement incentive plans (as applicable), post-retirement pension supplements, and continuation of eligible staff benefits, and such other costs as may from time to time be shared by mutual agreement of the University and CCMB.
- (b) Research/study and administrative leaves must be concurrently approved on the basis of available staff to provide replacement functions and confirmation of available resources.

6.2.2 Subject to the provisions of the Funding Agreement, to continue to facilitate the integration of benefit payments to University Employees or CCMB Staff who receive a salary or remuneration from both parties, CCMB's share of salary and benefits will be paid through the University and CCMB shall reimburse the University for the amounts so paid and any reasonable costs associated therewith.

6.3 Other Costs

- 6.3.1 Except for the obligations contained in Section 6.2, the obligations undertaken herein by the parties shall be subject to the availability of funds. Each party in its own right shall be the sole judge of the availability of funds and the import of statutory and regulatory limitations. The parties agree to consult with each other and keep each other informed if, by reason of non-availability of funds or statutory or regulatory limitations, compliance with the terms of this Agreement is likely to be impaired.
- 6.3.2 Where appropriate, financial considerations pertaining to the operation of programs by a specific University Faculty in a CCMB Facility may be embodied in the relevant Subsidiary Agreement.

ARTICLE 7 - STAFF APPOINTMENTS

- 7.1 Appointments to CCMB are subject to the authority of the CCMB Board and appointments to the University are subject to the authority of the University Board.
- 7.2 A University Employee may be given an appointment in CCMB. CCMB agrees to consult with, and receive approval from, the University prior to making such appointments.
- 7.3 CCMB Staff may be given an appointment in the University. The University agrees to consult with, and receive approval from, CCMB prior to making such appointments.
- 7.4 Where an individual holds a joint appointment with both the University and CCMB, neither party to this Agreement can withdraw its appointment without prior consultation with the other party.

- 7.5 Where either party wishes to secure the services of an employee of the other party for a period of time in circumstances that will not constitute a joint appointment, the party wishing to secure such services shall give reasonable prior notice of its requirements to the other party and the parties shall advise and consult between them and may enter into a Secondment Agreement for this purpose. The parties shall negotiate in good faith for the purpose of mutually agreeing upon a standard form Secondment Agreement as soon as reasonably possible following the execution of this Agreement.
- 7.6 The parties acknowledge that, from time to time, they may be required to jointly appoint someone to another organization (for example, the Director of the Manitoba Institute of Cell Biology). So as to ensure that there is a process in place for such joint appointments before they need to be made, the parties shall negotiate in good faith for the purpose of mutually agreeing upon such a process as soon as reasonably possible following the execution of this Agreement.

ARTICLE 8 - MATTERS AFFECTING STAFF, STUDENTS AND OTHER PERSONNEL

- 8.1 The parties shall endeavor at all times to provide an environment that is supportive of the fair treatment of staff, students and other personnel and that is conducive to relationships based on mutual respect, cooperation and understanding. The parties do not condone, and shall seek to prevent, behavior that undermines the dignity, self-esteem or productivity of staff, students or other personnel. Each party shall establish and maintain mechanisms for dealing expeditiously with complaints against its personnel by personnel of the other party.
- 8.2 The University shall require that University Employees, students, fellows, residents and other appointees studying, teaching or doing research in a CCMB Facility, comply with appropriate and applicable bylaws, rules, regulations, policies, procedures and practices of CCMB and that CCMB Facility.
- 8.3 CCMB may deny access to any CCMB Facility by any University Employee, student, resident, fellow or other appointee who fails to meet acceptable standards of professional behavior or to observe the bylaws, rules, regulations, policies, procedures and practices of CCMB or any CCMB Facility. Before taking such action CCMB shall consult with the University.
- 8.4 CCMB shall require that CCMB Staff performing functions in a University Facility comply with appropriate and applicable bylaws, rules, regulations, policies, procedures and practices of the University and that University Facility.
- 8.5 The University may terminate participation, in its education, research and administration programs, of any CCMB Staff who fails to meet acceptable standards of professional behavior or to observe appropriate bylaws, rules, regulations, policies, procedures and practices of the University or any University Facility. Before taking such action the University shall consult with CCMB.

- 8.6 In the performance of obligations under this Agreement, the parties shall ensure that their respective employees, students, fellows, residents, other appointees, officers, agents and representatives comply with all applicable provisions under *The Freedom of Information and Protection of Privacy Act*, *The Personal Health Information Act*, and if applicable, the *Personal Information Protection and Electronic Documents Act*.

ARTICLE 9 - JOINT UNIVERSITY-CCMB COUNCIL

- 9.1 There shall be a Joint University- CCMB Council (the "*Council*") consisting of:
- (a) the President and the Chief Executive Officer or their designates, *ex officio*;
 - (b) four (4) other persons appointed by the University, one of whom shall be the Dean of the Faculty of Medicine (or his designate); and
 - (c) four (4) other persons appointed by CCMB.
- 9.2 The Chair of the Council shall be named in alternate years by the University and by CCMB, from among the members of the Council.
- 9.3 The powers and duties of the Council shall be to:
- (a) establish rules and procedures for the conduct of its affairs;
 - (b) consider matters of mutual concern to the parties including long range planning, major new initiatives or opportunities for enhancing advanced patient care, education and research, recruitment and retention of key personnel and fostering constructive relationships with the public, industry, government, other agencies and other stakeholders;
 - (c) review the relationship between the University and CCMB, including review of this Agreement from time to time, and to make recommendations to the parties on the creation of Subsidiary Agreements and on such other matters as are deemed to be pertinent to the achievement of the purposes of this Agreement;
 - (d) oversee the operation of this Agreement, Subsidiary Agreements, Placement Agreements and Secondment Agreements;
 - (e) refer matters to a joint program liaison committee to be established under a Subsidiary Agreement at the request of either party;
 - (f) establish such committees as are deemed to be necessary and desirable;
 - (g) provide a means to resolve any dispute or misunderstanding; and
 - (h) exercise such other powers as may be conferred upon it from time to time by the University and CCMB, acting concurrently.

- 9.4 The Council shall meet not less frequently than annually.
- 9.5 Meetings shall be called by the Chair or at the written request of any two members of the Council.
- 9.6 A minimum of 14 working days notice must be given of meetings. Notwithstanding the above, notice of a meeting may be waived by unanimous consent of a quorum of Council members. A quorum shall consist of three members representing the University and three members from CCMB. No business shall be conducted without a quorum. Each member of the Council (including the Chair) shall have one vote. All matters requiring resolution by the Council shall be determined by a majority of votes of its members.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The University shall indemnify and save harmless CCMB from and against all claims, losses, damages, judgments, costs, expenses, fines, assessments, penalties, legal costs and disbursements, actions, and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, that are based upon, occasioned by, or attributed to the actions of, or any conduct, willful, negligent, or otherwise, or omission or delay on the part of the University, or any of its directors, officers, employees (excluding individuals holding honorary appointments at the University which carry no University-assigned duties in relation to CCMB), agents, or undergraduate or graduate students, fellows or residents in respect to the performance of the University's obligations under this Agreement or any Subsidiary Agreement, any Placement Agreement or any Secondment Agreement, except to the extent that such action, conduct, omission or delay is based upon, occasioned by or attributed to the actions, conduct, delay or omission of CCMB or any of its directors, officers, employees, Medical Staff or agents.
- 10.2 CCMB shall indemnify and save harmless the University from and against all claims, losses, damages, judgments, costs, expenses, assessments, fines, penalties, legal costs and disbursements, actions, and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, that are based upon, occasioned by or attributed to the actions of, or any conduct, willful, negligent, or otherwise, or omission or delay on the part of CCMB, or any of its directors, officers, employees, Medical Staff, or agents, in respect to the performance of CCMB's obligations under this Agreement or any Subsidiary Agreement, any Placement Agreement or any Secondment Agreement, except to the extent that such action, conduct, omission or delay is based upon, occasioned by or attributed to the actions, conduct, delay or omission of the University, or any of its directors, officers, employees, agents, undergraduate or graduate students, fellows or residents.
- 10.3 Notwithstanding any other provision of this Agreement, it is agreed and understood that the University's obligation to indemnify CCMB is limited to the teaching, research, administration and clinical activities of a University Employee, agent, director, officer, student, fellow or resident on behalf of the University within CCMB or a CCMB Facility.

ARTICLE 11 - WORKERS COMPENSATION

- 11.1 The University and CCMB and CCMB Facilities shall ensure that their respective personnel (that is, students, CCMB Staff and University Employees), where the same qualify for worker's compensation, are covered by worker's compensation while working in or about a University Facility or in or about a CCMB Facility.

ARTICLE 12 - EFFECT OF THIS AGREEMENT

- 12.1 Nothing contained in this Agreement or as it may be amended from time to time is to be construed as a delegation by any of the parties of their respective powers, duties, obligations or rights imposed on them by reason of any law, regulation, statute or incorporating documents, which powers, duties, obligations and rights are expressly reserved by the respective parties.

ARTICLE 13 - TERM, AMENDMENT AND TERMINATION

- 13.1 This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with Section 13.3. This Agreement replaces the Memorandum of Understanding between the University and CCMB dated February 15, 1994 which is hereby terminated as of the Effective Date.
- 13.2 This Agreement may be amended at any time by mutual agreement in writing signed by duly authorized persons representing the University and CCMB.
- 13.3 This Agreement may be terminated by either party giving to the other not less than 12 months notice in writing of its intention to terminate with the proviso that University Programs and Joint Programs may continue to the end of June of the year in which the notice period expires. Upon expiration of this period, this Agreement and everything contained herein shall be null and void, provided that neither of the parties shall be released from any obligation which has accrued up to the date of the termination or from any cause of action which has accrued during the term of this Agreement.

ARTICLE 14 - ENTIRE AGREEMENT

- 14.1 The provisions set out herein, including Subsidiary Agreements, Placement Agreements and Secondment Agreements agreed to from time to time by the parties, constitute the entire agreement between the parties with respect to the subject matter hereof or thereof and supersede all previous communications, representations and like agreements, whether verbal or written, between the parties with respect to such subject matter.

ARTICLE 15 - CONFLICT WITH BY-LAWS

- 15.1 Any discrepancy between the obligations of either of the parties arising from its corporate by-laws, regulations and policies and the obligations arising from this Agreement shall be referred to the Council. Pending resolution, the provisions of the corporate by-laws, regulations and policies of that party shall prevail with respect to the operations of that party.

ARTICLE 16 - HEADINGS

16.1 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only, and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

ARTICLE 17 - DISPUTE RESOLUTION

17.1 In the event that there is a disagreement between the parties concerning the interpretation or execution of any provision of this Agreement, any Subsidiary Agreement, any Placement Agreement or any Secondment Agreement, the matter shall be referred to the Council for resolution.

ARTICLE 18 - SEVERANCE OF VOID OR UNENFORCEABLE PROVISIONS

18.1 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found by the parties to be void or unenforceable for any reason, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force, provided that the intent of this Agreement is not thereby altered.

ARTICLE 19 - GENERAL

19.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable herein.

19.2 Survival

Article 4, Section 5.6, Section 6.2, Section 7.1, Section 7.2, Section 7.3, Section 7.4, Article 8, Article 10, Article 12, Section 13.3, Article 14, Article 18, this Article 19 and, where appropriate, the applicable definitions in Article 2 shall survive the termination of this Agreement, notwithstanding the termination provision herein provided for, and shall continue in full force and effect for an unlimited time.

19.3 Relationship of the Parties

The parties agree that it is not the purpose nor the intent of this Agreement to create a partnership, joint venture, agency, or employer and employee relationship or any similar relationship between the University and CCMB or with any other individual, and neither this Agreement, nor the conduct of the University or CCMB, nor the terms hereunder shall be construed as creating such a relationship.

19.4 Notice

Unless otherwise specifically provided to the contrary in this Agreement, any notice, request, payment or other communication required or permitted to be given by either party shall be in writing and shall be given, made or communicated by personally delivering the same by e-mail, fax or by certified or registered mail addressed as follows:

To the University: Room 202 Administration Building
University of Manitoba
Winnipeg, Manitoba R3T 2N2
Attention: Vice-President (Administration)

Facsimile number: 261-1318

Email Address: debbie_mccallum@umanitoba.ca

with a copy to: The Faculty of Medicine
University of Manitoba
260 Brodie Centre
727 McDermot Avenue
Winnipeg, Manitoba R3E 3P5
Attention: The Dean

Facsimile number: 789-3928

To CCMB: CancerCare Manitoba
675 McDermot Avenue
Winnipeg, Manitoba R3E 0V9
Attention: President and Chief Executive Officer

Facsimile number: 787-0629

Email Address: Dhali.Dhaliwal@cancercare.mb.ca

or to such other address, individual or fax number or email address as may be designated by notice given by either party to the other party. Any notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by certified or registered mail, on the fifth business day following the deposit thereof in the mail and, if given by fax or email, on the day of transmittal and confirmed receipt thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication shall not be mailed but shall be given by personal delivery or by fax or email.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, attested by the signatures of their respective proper officers in that behalf, on the dates noted below.

THE UNIVERSITY OF MANITOBA

[Signature]
Witness

Date: 22 November 2005

[Signature]
Witness

Date: 22 November 2005

Per: [Signature]
President

Date: 22 November 2005

Per: [Signature]
Chair, Board of Governors

Date: 22 November 2005

CANCERCARE MANITOBA

c/s

Per: [Signature]
President and Chief Executive Officer

Date: 20 SEPT 2005

c/s

Per: [Signature]
Chair, Board of Directors

Date: 20/09/05

SCHEDULE A

SUBSIDIARY AGREEMENTS

- (a) Memorandum of Agreement Respecting the Continuation of the Manitoba Institute of Cell Biology dated March 2, 1989 (the "*MICB Memorandum of Agreement*");
- (b) Amendment to Section 7(b) of the MICB Memorandum of Agreement dated November 19, 1991;
- (c) Radiation Safety Services Agreement dated January 31, 2002;
- (d) Memorandum of Agreement between the University of Manitoba, CCMB, Winnipeg Regional Health Authority and Manitoba Health Regarding Physicians Salaries for Medical and Paediatric Oncology and for Radiation Oncology effective July 1, 2002;
- (e) Memorandum of Agreement Regarding Medical Remuneration dated December 2, 1998;
- (f) Letter of Understanding on Technology, Commercialization Services and Prices;
- (g) Memorandum of Agreement Respecting Establishment of Joint Chairs (under development);
and
- (h) All unanimous shareholders' agreements, asset purchase agreements and option agreements under the so-called "VentureBox" corporation program.