

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, and to s. 12.3 for Dental Clinical Staff engaged in intramural or extramural practice activities, 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 dean/director;

12.2.1.2 A Member shall obtain the prior written authorization of the dean/director 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 Provost and Vice-President (Academic) ~~and Provost~~, 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 dean/director.

12.3 **Procedures for Dental Clinical Staff Regarding Intramural and Extramural Practice Activities**

12.3.1 A Member shall notify the Dean in advance and in writing as to the nature and extent of any such professional activity which the Member wishes to assume. A Member may engage in outside professional activity of up to two half-days per week. The Member shall obtain the written authorization of the Dean regarding the Member's engagement in any such outside professional activity before accepting or engaging in such activity. Such authorization shall not be unreasonably withheld. The Member or the Dean may require a reappraisal of the authorization at any time following a change in circumstances. Subject to 12.3.2, an Extramural or Intramural Practice Agreement entered into shall be deemed to be authorization within the meaning of this Article to the extent provided by such Extramural or Intramural Practice Agreement. It is understood that any release time granted by the University for extramural or intramural outside professional activity is without remuneration and that the salary received by the Member shall be for the remainder of time spent in the fulfilment of the Member's obligations to the University.

12.3.2 No Member may engage in any such outside professional activity which conflicts or interferes with the fulfilment of the Member's obligations to the University or which is in conflict with the University's interest, (including, but not limited to, providing, or seeking to provide, dental services in respect of which the University has a competing interest) without the prior written permission of the Dean.