

Appendix E

Intramural Practice Agreement

The University hereby grants to the undersigned Member the privilege of carrying on such intramural practice so long as he/she continues to be a full-time member of the Faculty of Dentistry, upon the following terms and conditions:

1. The Dean of the Faculty of Dentistry at the University of Manitoba may, in consultation with the Vice-President (Administration) and the University of Manitoba Faculty Association, for what the Dean may deem sufficient reason, terminate the privilege herein granted at any time providing twelve (12) months' notice is normally given to the Member. This termination may apply to an individual Member or to the entire group of Members.
2. The Dean may, following consultation with the Vice-President (Administration) and the Members signatory to this agreement, alter the terms and conditions of this agreement, providing six (6) months' notice of any changes is given to those Members.
3. The Dean will designate the room or rooms or other area in the Dental building that may be used individually and collectively by each such Member for the sole purpose of his/her or their exercising the said privilege, and each such Member shall be entitled to the use of any room or rooms so designated for his/her use during the currency of the said privilege.
4. Patients of the said Members shall have the right, in common with all others entitled to use the Dental Building, to enter and leave the said building for the purpose of treatment through the entrances.
5. The students of the faculty will be discouraged from interfering with or disrupting the said Members in the exercise of their privileges on the designated day(s) of their practice.
6. On or before April 1 each year, the undersigned Member shall pay to the University a yearly one day or half day flat rate for use of the facility. This yearly rate will be renegotiated with the Members signatory to this agreement from time to time when it is deemed necessary by the Dean in consultation with the Comptroller. The yearly rate increase may not exceed \$100.00 per year. For the 2010-2014 year the one day rate is \$3,000 and the half day rate is \$1,500 per surgery. The University will provide normal maintenance of the facilities and equipment.
7. The said privilege may be exercised only such days and during such hours as may from time to time be designated by the Dean of the Faculty of Dentistry; providing, however, firstly, that the exercise of such privilege will in no way interfere or conflict with the discharge of all the duties and obligations of any such Member as a member of the teaching staff of the University, and secondly, depending on the terms of the appointment, no member shall be engaged in the exercise of the said privilege more than two half-days between Monday and Friday during normal working hours.
8. Every Member exercising the said privilege shall be responsible for the expenses involved with hiring auxiliaries and purchasing supplies, including his/her own stationary, and do his/her own accounting.

9. Each Member shall be required to maintain current malpractice insurance in an appropriate amount (as determined from time to time by the Dean in consultation with the Comptroller) and to submit evidence of such insurance to the Dean upon request.

10. The University shall not otherwise be involved in any manner concerning the matters referred to in paragraphs 8 and 9.

11. The Member indemnifies and saves harmless the University, its employees, agents and officers from any claims for losses, damages, costs or expenses arising from third party claims or otherwise as a result of the Member's intramural practice. The Member agrees that he/she shall be solely responsible for obtaining and maintaining appropriate insurance coverage to cover his/her liability for matters arising from the intramural practice, including coverage for injury or losses suffered by himself/herself or any third parties whatsoever.

12. The Member acknowledges that the University does not direct the work performed in the Member's intramural practice.

No Member shall be permitted to exercise this privilege without signing this agreement. Any amendments to this agreement must be similarly signed by the Member within three (3) months of their acceptance by the Dean. Failure to do so will result in a withdrawal of the intramural feature of the practice privilege.

NOTE: Please complete and sign form and return to the Dean's Office by September 1 annually.

For the period September 201__ to August 201__, my private practice half days will be: (e.g., Tuesday mornings)

1. _____

2. _____

Executed in duplicate, this _____ day of _____, 201__

Witness

Signature of Member

The University of Manitoba

Printed Name of Member

Dean of the Faculty of Dentistry