

SERVICES AGREEMENT

THIS AGREEMENT is made as of the (“Effective Date”).

BETWEEN:

LONDON HEALTH SCIENCES CENTRE

800 Commissioners Road East, London, ON, N6A 5W9
(hereinafter the “Hospital”)

-and -

Dr. Chris McIntyre
838 Waterloo Street
London
N6A3W6

(hereinafter the “Interim VP, Research”)

(either of which is referred to individually as a “Party”, and collectively, the “Parties”)

WHEREAS the **Interim VP, Research** represents and warrants that they have the professional qualifications to provide the Services as defined herein;

AND WHEREAS the Hospital and the **Interim VP, Research** have agreed that the **Interim VP, Research** will provide the Services, as defined herein, under the terms and conditions set forth below;

NOW THEREFORE in consideration of the promises, covenants and agreements contained herein and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE 1 – SERVICES AND PAYMENT

1.0 Services

Subject to the terms and conditions of the Agreement, the **Interim VP, Research** agrees to provide the Services, as defined in **Schedule A** to this Agreement, during the Term. The **Interim VP, Research** shall provide the Supervisor of the Hospital with a minimum of two (2) weeks’

prior written notice of intended weeks of absence in each year, or such lesser notice period as may be accommodated by the Supervisor.

1.2 Remuneration

As full and complete compensation for the Services provide by the **Interim VP, Research** , he shall be paid on the basis provided in **Schedule B**.

1.3 Schedules

The terms and conditions of **Schedules A and B** are hereby incorporated by reference to this Agreement. In the event of any inconsistency between the term and conditions of the main body of this Agreement and those of any schedules, the terms and conditions of this Agreement shall prevail to the extent of such inconsistency.

ARTICLE 2 – ENGAGEMENT AND TERM

2.0 Relationship

2.0.1 Nothing in this Agreement is intended nor shall be construed to create an employee/employer relationship between the contracting Parties. The interests and responsibilities of the Parties are limited to the performance and payment of the Services and ensuring that the Services are performed and rendered in a competent, efficient and satisfactory manner.

2.0.2 It is understood and agreed to by the Parties that this is an agreement for the performance of the Services by the Interim VP, Research as an independent contractor. As such, the Interim VP, Research shall not be entitled to any rights or benefits afforded by the Hospital to its employees.

2.0.3 The Interim VP, Research recognizes that, as an independent contractor, the Interim VP, Research is required to pay any and all taxes and any other payments owed to any federal, provincial or local authorities, including without limitation: income tax, employment insurance premiums, workers' compensation, Canada Pension Plan and employer health tax. The Interim VP, Research acknowledges, as an independent contractor, that the Interim VP, Research is solely responsible for acquiring any benefit plans the Interim VP, Research sees fit to acquire, including pension, disability income, life insurance, and extended health and dental.

2.1. Term

- 2.1.1. Subject to early termination as provided in this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for twenty-four (24) months (the “Term”), concluding on March 31, 2027.

2.2 Termination

- 2.2.1 The Hospital may terminate this Agreement immediately in the event of a material breach without notice, fault or liability. For the purposes of this Agreement, “material breach” shall include, without limitation, the following:
- (a) a continuing failure by the Interim VP, Research to perform the Services and fulfill his obligations under this Agreement, provided the Hospital has provided the Interim VP, Research with written notice to that effect and the Interim VP, Research has failed or been unable to remedy the situation in a manner satisfactory to the Hospital within thirty (30) days of receipt of such notice;
 - (b) a finding by the College of Physicians and Surgeons of Ontario (CPSO) that the Interim VP, Research has committed an act of professional misconduct;
 - (c) the Interim VP, Research losing his license to practice medicine in the Province of Ontario, or having his or her license suspended for any reason;
 - (d) the Interim VP, Research materially breaching any of his obligations under this Agreement, provided the Hospital has provided the Interim VP, Research with written notice to that effect and the Interim VP, Research has failed or been unable to remedy the situation in a manner satisfactory to the Hospital within thirty (30) days of receipt of such notice;
 - (e) the Interim VP, Research making a material misrepresentation in respect of, or failing to abide by, any of the covenants, representations or warranties he has made hereunder, provided the Hospital has provided the Interim VP, Research with written notice to that effect and the Interim VP, Research has failed or been unable to remedy the situation in a manner satisfactory to the Hospital within thirty (30) days of receipt of such notice;
 - (f) the failure or inability of the Interim VP, Research to apply for, be granted or maintain his appointment and/or privileges at the Hospital in accordance with the Hospital’s By-laws, the *Public Hospitals Act* (Ontario) and the regulations thereunder; and/or



- (g) the Interim VP, Research becoming incarcerated as a result of being charged with or convicted of a criminal offence that, in the opinion of the Hospital, could or does bring the reputation of the Hospital into disrepute.

2.2.2 Either Party may terminate this Agreement at any time with thirty (30) days' written notice to the other Party. In this event, the Hospital shall be required to pay the Interim, VP Research's fees for this thirty (30) day period. The Hospital shall have no further or other obligation to the Interim, VP Research on termination, monetary or otherwise, at common law or for any other reason whatsoever, provided only that the Hospital must satisfy pay all outstanding or accrued expenses.

2.3 Covenants, Representations and Warranties of the Interim VP, Research

2.3.1 The Interim VP, Research covenants, represents and warrants to the Hospital, and acknowledges that the Hospital is relying on the accuracy of such covenants, representations and warranties in entering into this Agreement that:

- (a) they have full authority to enter into this Agreement;
- (b) they shall perform the Services in a competent, conscientious and professional manner in accordance with the standards of practice generally recognized, approved, and followed in Ontario hospitals of similar rating;
- (c) they shall ensure the quality of the Services rendered, abide by and respect the Hospital's by-laws, policies and procedures, professional staff rules and regulations, all applicable legislation including without limitation the *Public Hospitals Act* and the regulations thereto;
- (d) they shall respect and work in furtherance of the Hospital's best interest, which originate in part from the Hospital's strategic plan, core values, and mission;
- (e) they are licensed to practice medicine in the Province of Ontario and will maintain such license in good standing;
- (f) they have read and understand the Hospital's by-laws, professional staff rules and regulations, policies and procedures and applicable legislation;
- (g) they shall comply with any and all applicable statutes, laws, ordinances, and regulations governing the performance of the Services;
- (h) they shall work collaboratively with the Hospital's professional and administrative staff;

- (i) they shall make all required payments, if any, with respect to income taxes, employment insurance, employer health tax and Canada Pension Plan, pay all assessments in connection with worker's compensation legislation, make any other applicable payments, including HST (if applicable) that are their responsibility under this Agreements and on request provide satisfactory evidence thereof to the Hospital; and
- (j) they shall cooperate with the Hospital in the event any claims are made against the Hospital relating to the Services or in respect of the Hospital's governmental obligations and deductions, including without limitation providing to the Hospital proof of such remittances to the applicable governmental authorities at the request of the Hospital.

2.4. Insurance

The Hospital's insurance includes the Interim VP, Research's role in fulfilling their administrative duties. Duties with respect to professional or clinical practice are hereby understood by the Parties to be within the scope of the Interim VP, Research's professional practice insurance, provided by the Canadian Medical Protective Association or other medical professional insurance, which the Interim VP, Research shall maintain at their expense and proof of which shall be provided by the Interim VP, Research to the Hospital upon request.

2.5. Confidentiality and Protection of Personal Health Information

- 2.5.1. The Interim VP, Research shall not, either during the Term of this Agreement or any time thereafter, disclose to any person, firm or corporation any confidential information concerning the business or affairs of the Hospital which the Interim VP, Research may have acquired in the course of, or incidental to, its relationship with the Hospital other than as required by law. Confidential information does not include information that was in the public domain other than by reason of acts or omissions by the Interim VP, Research or that the Interim VP, Research lawfully received in good faith from a third party lawfully in possession of same and entitled to disclosed same without an obligation of confidentiality.
- 2.5.2. The Interim VP, Research shall strictly observe a patient's right to privacy and confidentiality of their personal health information. The Interim VP, Research shall comply with the requirements of all relevant legislation, including without limitation Ontario's *Personal Health Information and Protection of Privacy Act, 2004*, its regulations, and any and all amendments made from time to time, as well as the Hospital's privacy policy.

2.6. Indemnity

The Hospital shall indemnify and hold harmless the Interim VP, Research from and against any and all losses, costs, expenses, charges, damages, liabilities, claims, demands, complaints, awards, judgments, actions and proceedings including reasonable legal fees and disbursements, made, brought or prosecuted in respect of any act or omission taken by the Interim VP, Research in the course of providing the Services, provided that:

- (a) the Interim VP, Research was at all times acting in good faith;
- (b) the Interim VP, Research shall be responsible for his own willful neglect or default;
- (c) the Interim VP, Research did not breach this Agreement.

2.7 Property

All material relating to the business and affairs of the Hospital, whether constituting confidential information or not, and specifically including without limitation all manuals, documents, reports, equipment and working materials relating to the business and affairs of the Hospital are for the benefit of the Hospital and are and will remain the property of the Hospital. At any time upon the request of the Hospital, but in any event immediately upon termination of this Agreement, the Interim VP, Research shall return all such materials to the Hospital in their possession or control, including any and all copies thereof, whether in paper, electronic or other format.

2.8 Services outside Agreement

The Interim VP, Research may provide services outside the scope of this Agreement to any person, including the Hospital, provided that the provision of such other services does not (1) impair the ability of the Interim VP, Research to provide the Services hereunder; or (2) place the Interim VP, Research in a conflict of interest.

2.9 Authority

The Interim VP, Research shall not, without prior written consent of the Hospital, enter into any contract or commitment, in the name of or on behalf of the Hospital or bind the Hospital in any respect.

ARTICLE 3 – GENERAL

3.0 Entire Agreement

This Agreement and the attached Schedules constitute the entire agreement between the Parties respecting the provision of the Services, and supersedes all other agreements, understandings, negotiations and discussions, whether in oral or written form, respecting the provision of the Services. There are no warranties, representations or other agreements between the Parties with respect to the Services, except as specifically provided herein. The Parties may agree in writing to modifications, additions or deletions to this Agreement and the same shall not be binding unless executed in writing by the Parties.

3.1 No Waiver

The failure of either Party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights and these rights shall continue in full force and effect. Any consent by any Party to waiver of or failure to enforce a breach of this Agreement by the other Party, whether express or implied, shall not constitute a consent or waiver of any subsequent breach. All remedies herein conferred upon any Party shall be cumulative and no one shall be exclusive of any other remedy conferred herein by law or equity.

3.2 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario and shall be treated in all respects as an Ontario contract. The Parties agree that the Courts of Ontario shall have exclusive jurisdiction with respect to any dispute, claim or other matter arising from Agreement.

3.3 Successors and Assigns

Neither this Agreement nor any of the rights or obligations of any Party may be assigned without prior written consent of the other Party of this Agreement, except that this Agreement shall ensure to the benefit of and be binding upon the Parties' respective heirs, executors, administrators and permitted successors and assigns. Notwithstanding the foregoing, the Interim VP, Research hereby agrees that this Agreement may be assigned by the Hospital to any successor institution, including any entity that results from an amalgamation or combination of the Hospital with any other entity(ies), and that such successor is a permitted assign for the purposes hereof.

3.4. Notice

Any notice or demand required or permitted to be given to any Party to this Agreement shall be in writing to the other Party and shall be:

- (a) delivered personally by hand;
- (b) by certified or registered mail, postage prepaid, return receipt requests; or
- (c) by courier;

The address of each Party for any such notice shall be as follows:

Interim VP, Research: Chris McIntyre
838 Waterloo Street
London
N6A3W6

Hospital: London Health Sciences Centre
800 Commissioners Road East, PO Box 5010, Stn B, London, Ontario,
N6A 5W9
Attn: Corporate Medical Executive

When the matter relates to an alleged breach by the Hospital, notice shall also be provided to the Hospital's General Counsel.

For the purpose of this Article 3.4, notice shall be deemed to be received on the date of the actual delivery if received prior to 5:00 p.m. EST, or on the next following day if received after 5:00 pm EST. For the purpose of this Agreement, "day" means every day except Saturdays, Sundays and statutory holidays in the province of Ontario.

3.5 Force Majeure

Neither Party shall be liable for late performance under this Agreement due to matters beyond that Party's control preventing timely performance including without limitation acts of God, strike or other labour disputes, or other matter such as disease or community health risk. If the Party prevented from performing under this Agreement on a timely basis immediately notifies the other Party of the matter preventing its performance and the probable length of delay, the time for the postponing Party's performance under the Agreement shall be suspended for the duration of the matter. The postponing Party agrees in such circumstances to use its best efforts to recover time lost utilizing all resources reasonably required in the circumstances including obtaining supplies or services from other sources if the same are reasonably available. In the event the postponing Party is the Interim VP, Research and the force majeure results in a substantial inability of the Interim VP, Research to perform the Services, the Hospital reserves the right to suspend payment for the duration of the delay. If the force majeure continues for a period of more than ninety (ninety) days, the other Party may terminate this Agreement.

3.6 **Severability**

Each of the provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity, or unenforceability of any provision or part of a provision will not affect the validity or enforceability of any other provision of this Agreement.

3.7 **Headings**

The headings are inserted for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

3.8 **Counterparts**

This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

3.9 **Public Hospitals Act**

This Agreement is not intended to nor does it limit, restrict or in any way affect the rights and obligations of the Parties under the provision of the *Public Hospitals Act* or the by-laws and policies and procedures of the Hospital.

3.10 **FIPPA**

Notwithstanding Section 2.5, the Interim VP, Research acknowledges that the Hospital is bound by the ***Freedom of Information and Protection of Privacy Act (Ontario)***, as amended from time to time ("FIPPA") and that this Agreement and any information provided to the Hospital in connection with its performance or otherwise in connection with this Agreement is subject to disclosure in Accordance with FIPPA.

3.11 **Independent Legal Advice**

The Interim VP, Research confirms that prior to the execution of this Agreement, they had the opportunity to obtain independent legal advice, and representation and that they have either done so or has freely chosen not to obtain such advice.

[Signature page follows.]



London Health Sciences Centre

IN WITNESS OF WHICH the Parties have signed and delivered this Agreement.

David Musyj

Supervisor, LHSC

A handwritten signature in black ink, appearing to be 'D. Musyj'.

Authorized Signature

March 26, 2025

Date

Dr. Chris McIntyre

Interim VP, Research

A handwritten signature in black ink, appearing to be 'C. W. McIntyre'.

Authorized Signature

26th March

2025_____

Date

Witness

Date

SCHEDULE A – SERVICES

During the Term of this Agreement, the Interim VP, Research will provide the Services to the London Health Science Centre Research Institute (LHSCRI) as described in this **Schedule A**. The identification of the Services as stated in this Schedule shall not preclude or limit the London Health Science Centre Research Institute from revising or adding to the Services from time to time in its discretion.

The Interim VP, Research shall directly report to the President and CEO (currently Supervisor) of London Health Sciences Centre (LHSC) and shall maintain collaborative relationships with LHSC's professional staff leadership, and other Executives.

The Interim VP, Research will act in good faith and in the best interest of LHSC. Interim VP, Research will set the standard for accountability, transparency, honesty, integrity, and ethical behavior, while focusing on the quality of patient care. In doing so, they will:

- Respect and work in furtherance LHSC's interests (which originate in part from LHSC's strategic plan, core values and mission);
- Always comply with LHSC and Professional Staff by-laws, rules and regulations, and policies and procedures;
- Put the interests of LHSC and London Health Science Centre Research Institute first and ensure no inappropriate preferential treatment of any stakeholder or constituent takes place;
- Promote teamwork and collaboration among the professional and administrative staff;
- Avoid conflicts, including conflicts of interest; and
- Maintain confidentiality.

1.0 Detailed Role Accountabilities

Administration

- Participate on Executive Leadership Collaborative, advocating for the Research and Academic mission.
- Establish and lead a Research Advisory Council (RAC) to provide strategic guidance and ensure alignment of research initiatives with clinical services and institutional goals
- Provide oversight to grant development, contracts, vivarium and infrastructure needs of the LHSCRI.
- Provide oversight for LHSCRI research centers, institutes and shared/core facilities
- Oversee budgeting and financial planning for LHSCRI.
- Manage and mitigate risks associated with research activities at LHSCRI.
- Ensure safety of staff, students and investigators at LHSCRI.
- Ensures compliance with federal, provincial, and institutional regulations governing research, including ethical standards, privacy laws, and regulatory approvals, such as the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2), the Personal Health

Information Protection Act (PHIPA), and guidelines for animal research (e.g., Canadian Council for Animal Care and Ontario Ministry of Agriculture, Food and Rural Affairs).

- Promote the commercialization of research discoveries through partnership with Western University's tech transfer office.

Chief Scientist

- Drive a research culture at LHSC and LHSCRI that embraces multi-disciplinary approaches and nurtures students and novice researchers.
- Act as the LHSCRI representative on regional, national and international research committees
- Facilitate connections between disparate teams and diverse fields to optimize external funding opportunities.
- Collaborate with key partners to recruit new researchers.
- Monitor and improve research performance, establishing key performance metrics.
- Maintain an independent research program as a faculty member at Western.

2.0 Position Commitment

- 22.5 hours per week

3.0 Effective Dates

- May 5, 2025 - April 30, 2027

SCHEDULE B – FEES AND PAYMENT

1.0 Fees

The Interim VP, Research shall receive remuneration in the amount of **\$270,000 per year**, Inclusive of all applicable taxes except HST.

This shall be the sole responsibility of the Hospital to compensate the Interim VP, Research for providing the Services. For clarity, the Hospital shall not be responsible for any other payments, benefits perquisites or travel expenses, including without limitation, mileage to and from the Hospital, except as agreed in writing by the Hospital.

2.0 Payment

All payments are processed by direct deposit from the Hospital to the direct account provided by the Interim VP, Research.

The Interim VP, Research shall, within a reasonable time, advise the Hospital of and remedy any errors in payments for the Services made by the Hospital.

The Interim VP, Research shall be responsible for determining and remitting any amount required to be paid under any statute, regulation, by-law or otherwise as a result of receipt by the Physician Department Executive of the foregoing fee, including without limitation, any amount of HST.