

ASSIGNMENT

TO: Queen's University at Kingston

RE: **Assignment of clinical practice of _____ to**

1. Queen's University at Kingston ("Queen's") is hereby notified that _____ has transferred and assigned all of his/her clinical practice, including all rights and privileges as well as all obligations and liabilities of such clinical practice, to _____ (the Corporation), a corporation incorporated as a professional corporation in accordance with the provisions of the *Business Corporations Act* (Ontario) and *Regulated Health Professions Act, 1991* (Ontario), such transfer and assignment to have effect as and from _____, and the Corporation has accepted such assignment.
2. Queen's is hereby authorized and directed to pay to the Corporation all amounts due and payable to _____ in connection with or arising from the physician's professional clinical practice which Queen's has agreed to pay on behalf on the Ministry of Health, the Southeastern Ontario Academic Medical Organization, or any third party.
3. Notwithstanding the assignment referred to in paragraph 1 hereof, _____ covenants and agrees to remain personally liable for and unconditionally guarantees due performance by the Corporation of all obligations and liabilities associated with his/her clinical practice as assigned to the Corporation in accordance with the terms of this Assignment, and without limiting the generality of the foregoing, _____ agrees to remain personally liable for all obligations and responsibilities arising in connection with his/her appointment to the _____ by Queen's.
4. The Corporation hereby agrees to assume and be bound by all of the obligations and liabilities of _____ which may arise in connection with the provision of clinical services pursuant to _____'s appointment by Queen's, the terms and conditions of his/her clinical practice and any practice plan to which s/he is subject.
5. _____ and the Corporation hereby represent and warrant that the Corporation has been duly incorporated and organized, and has all due power and authorization, to act as a health profession corporation in accordance with the provisions of the *Business Corporations Act* (Ontario) and *Regulated Health Professions Act, 1991* (Ontario).

6. The undersigned covenant and agree with Queen's to execute and deliver such further documents or instruments as Queen's may require in connection with this Assignment and payment to the Corporation.
7. _____ and the Corporation hereby agree to indemnify and save harmless Queen's from against all claims, demands, actions, causes of action, which may be made or brought against Queen's, or damages, loss, deficiency, cost, liability and expense which it may suffer or incur as a result of, in respect of or arising out of the non-performance or non-fulfillment of any covenant or agreement on the part of _____ and the Corporation contained in this Assignment or as a result of acting in accordance with the authorization and direction pursuant to paragraph 2 of this Assignment.

DATED at Kingston, Ontario, this ____ day of _____, ____.

Officer of the Corporation (please print)

Per: _____
Officer of the Corporation

Name of Physician (please print)

Signature of Physician