ASSIGNMENT

TO: Queen's University at Kingston

AND TO: The Southeastern Academic Medical Organization

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

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1.   Queen's University at Kingston ("Queen's") and the Southeastern Academic Medical Organization ("SEAMO") are 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

, 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   has accepted such assignment.

2.   Queen's and SEAMO are hereby authorized and directed to pay to   all amounts due and payable to   in connection with or arising from an alternative funding agreement, dated   as amended from time to time (the "AFP Agreement"), among Her Majesty the Queen in the Right of the Province of Ontario, as represented by the Minister of Health, Queen's, representing the School of Medicine of Queen's, the Clinical Teachers' Association of Queen's University, the Kingston General Hospital, The Religious Hospitallers of Saint Joseph of the Hotel Dieu of Kingston Hotel Dieu Hospital, Providence Continuing Care Centre (St. Mary's of the Lake Hospital), (collectively referred to as SEAMO), and relating to services provided by   comprising all or part of   's clinical practice.

3.   Notwithstanding the assignment referred to in paragraph 1 hereof,   covenants and agrees to remain personally liable for and unconditionally guarantees due performance by

of all obligations and liabilities associated with his or her clinical practice as assigned to   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 or her participation in the AFP or to SEAMO or his or her appointment to the department of   by Queen's.

4.	The
hereby agrees to assume and be bound by all the obligations and liabilities
of   which may arise in connection with the
provision of clinical services pursuant to
's appointment by Queen's, the provisions of the
AFP and SEAMO policies.

5.	 and
hereby represent and warrant that
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 and SEAMO to
execute and deliver such further documents or instruments as Queen's
and SEAMO may require in connection with this Assignment and
payment to   ,
including but not limited to a declaration and consent substantially in
the form of the declaration and consent signed by
in connection with the AFP Agreement.

7.	 and
hereby agree to indemnify and save harmless Queen's and SEAMO
from and against all claims, demands, actions, causes of action,
damages, loss, deficiency, cost, liability and expense which may be
made or brought against Queen's and SEAMO which it/each 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
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   ,   .

_____   Per:_____
Officer of the Corporation (please print)   Officer of the Corporation

_____   _____
Name of Physician (please print)   Signature of Physician