



**Memorandum of Understanding  
for the  
Postgraduate Medical Education  
Collaborative Governance Council**

Effective Date:  
April 1, 2016

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) dated as of this 1st day of April, 2016 (the “**Effective Date**”), is made by and between each of the entities that have executed this MOU (each, a “**Party**”, and collectively, the “**Parties**”).

**PURPOSE AND SCOPE:**

A. Effective collaborative governance is essential to move towards more efficient and effective medical education that prepares socially accountable physicians who provide high quality health care to Canadians.

B. The postgraduate medical education system (“**PGME System**”) is composed of a complex array of players, including educators, government bodies, regulators and health authorities that have multi-directional accountabilities. Within this complexity, it has been agreed that there needs to be a means to work collaboratively, across the PGME System, to achieve efficiency, reduce redundancy and provide clarity on strategic directions and decisions for the PGME System in the best interest of society, learners and the health system.

C. Accordingly, the Parties wish to establish an unincorporated Postgraduate Medical Education Collaborative Governance Council (the “**PGME Council**”), as more particularly described herein, to work together in an ongoing, collegial and coordinated manner to address a breadth of issues, notably those that cannot be resolved at other tables, including sensitive controversial and often difficult issues.

D. This MOU sets out the material elements of the governance structure of, and the funding for, the PGME Council.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants and agreements herein, the Parties agree as follows:

**Article 1  
INTERPRETATION****1.1 Interpretation**

(a) This MOU, and the PGME Governance Terms of Reference attached at Appendix A (the “**Terms of Reference**”), are intended to be read together. However, in the event of a conflict between the MOU and the Terms of Reference, the MOU shall prevail.

(b) In the event of a conflict between the English version of the MOU and the French translation of the MOU, the English version of the MOU shall prevail.

(c) In this MOU, the words “**includes**” or “**including**” as used herein mean includes or including without limitation, and the word “**person**” includes an individual, body corporate, partnership, trust and unincorporated organization.

**Article 2**  
**THE PGME COUNCIL**

**2.1 The PGME Council**

The PGME Council shall be composed of the following individuals (each, a “**Member Representatives**”):

- (a) one (1) Dean from among the Canadian faculties of medicine to be appointed by, or through a process involving the members of, the Board of Directors of the Association of Faculties of Medicine of Canada (“**AFMC**”);
- (b) one (1) Post-Graduate Dean from among the Canadian faculties of medicine to be appointed by, or through a process involving the members of, the Committee on Postgraduate Medical Education of the AFMC;
- (c) one (1) Undergraduate Dean from among Canadian faculties of medicine to be appointed by, or through a process involving the members of, the Committee on Undergraduate Medical Education of the AFMC;
- (d) one (1) individual to be appointed by, or through a process involving the members of, the Distributed Medical Education Group of the AFMC;
- (e) one (1) individual to be appointed by the Canadian Medical Association (CMA);
- (f) one (1) individual to be appointed by the Collège des Médecins du Québec (CMQ);
- (g) one (1) individual to be appointed by the College of Family Physicians of Canada (CFPC);
- (h) one (1) individual to be appointed by the Fédération des médecins résidents du Québec (FMRQ);
- (i) one (1) individual to be appointed by the Federation of Medical Regulatory Authorities of Canada (FMRAC);
- (j) one (1) individual to be appointed by the Medical Council of Canada (MCC);
- (k) one (1) individual to be appointed by the Resident Doctors of Canada (RDoC);
- (l) one (1) individual to be appointed by the Royal College of Physicians and Surgeons of Canada (Royal College);
- (m) one (1) individual to be appointed by the Society of Rural Physicians of Canada (SRPC); and
- (n) one (1) individual from among the public to be appointed by the PGME Council.

**2.2 Duties of Member Representatives**

The Member Representatives will communicate the views, perspectives and opinions of the constituency or persons whom they represent on the PGME Council. Nevertheless, when making decisions at meetings of the PGME Council, each Member Representatives will act honestly and in good faith in what he or she believes to be the best interests of the PGME System.

**2.3 Decision-Making**

- (a) Decisions of the PGME Council will be made by consensus; that is, substantial agreement of the Member Representative on each question that is put to the PGME Council. The Chair of the PGME Council, in

consultation with the PGME Council and in accordance with the Terms of Reference, will determine in each instance whether a consensus has been reached.

(b) Decisions of the PGME Council are not binding upon any person, including the signatories of this MOU. Although the decisions are not binding, Member Representatives will undertake to take these decisions back to their respective organizations, as these decisions represent the consensus position of the PGME Council.

(c) No decision of the PGME Council may be made unless and until a quorum of at least two-thirds (2/3) of the Member Representatives are present, either in person or electronically (if the PGME Council permits such means), at the particular meeting.

(d) In the event of a dispute or conflict among the Member Representatives, the PGME Council may, as it determines necessary or advisable, implement a dispute resolution process that the PGME Council determines to be appropriate for the circumstances and the issue.

(e) The PGME Council will, unless it determines otherwise, adhere to the process for developing recommendations that is set out in the Terms of Reference.

## 2.4 Term of Member Representatives

(a) Member Representatives will be appointed in accordance with Section 2.1 promptly following the Effective Date for terms of three (3) years or until their successors are appointed. After an initial term, a Member Representative may be appointed for an additional three (3) year term or until his or her successor is appointed, and thereafter, may only be re-appointed as a Member Representative with the consent of the PGME Council.

(b) Notwithstanding the foregoing, Member Representatives appointed by the Resident Doctors of Canada and the Fédération des médecins résidents du Québec may only be appointed as Member Representatives for non-renewable terms of two (2) years or until their successors are appointed. In exceptional circumstances as determined by the PGME Council, the PGME Council may permit such a Member Representative to serve a longer period of time.

## 2.5 Rules and Regulations

The PGME Council may make any rules and regulations relating to the governance of the PGME Council that it determines are necessary or advisable; provided that such rules and regulations are consistent with this MOU or the Terms of Reference. As of the Effective Date, it is anticipated that such rules and regulations would include: (i) the process for convening meetings of the PGME Council; (ii) participating by electronic means at meetings of the PGME Council; (iii) financial oversight and budgeting of the PGME Council; (iv) signing authority for the PGME Council; (v) the process for filling vacancies of the Member Representatives and Observer Representatives; (vi) the process for removing or suspending a Member Representative or Observer Representative; (vii) how and what records of the PGME Council are to be maintained and for how long; (viii) the confidentiality and disclosure of PGME Council deliberations and documents; and (ix) the process for addressing conflicts of interest. It is also anticipated that the PGME Council will enter into an agreement with the AFMC to formalize the AFMC's performance of secretariat services for the PGME Council.

## 2.6 Observer Representatives

The following individuals are entitled to attend and participate in meetings of the PGME Council, but will not be entitled to participate in the PGME Council's consensus-based decision-making process (each, an "**Observer Representative**"):

- (a) one (1) individual appointed by the Canadian Federation of Medical Students (CFMS);
- (b) one (1) individual appointed by the Fédération médicale étudiante du Québec (FMEQ);
- (c) one (1) individual appointed by Health Canada;
- (d) one (1) individual appointed by the Federal/Provincial/Territorial Committee on Health Workforce (CHW);
- (e) one (1) individual appointed by provincial and territorial ministries of health on a rotating basis;
- (f) one (1) individual appointed by provincial and territorial ministries of education on a rotating basis;  
and
- (g) one (1) individual appointed by HealthCareCAN.

Observer Representatives will be appointed for initial terms of such duration as the persons who appointed them deem appropriate, but no longer than the length of the initial term of this MOU.

The PGME Council may allow other individuals to attend specific meetings of the PGME Council as it determines necessary or advisable.

## **2.7 Consent of Members and Observers**

No individual shall serve as a Member Representative or Observer Representative unless and until that individual has consented in writing to serve as a Member Representative or Observer Representative, as applicable, in such forms as may be approved by the PGME Council from time to time.

## **2.8 Chair / Co-Chairs**

The PGME Council will appoint an independent chair or Co-Chairs (the “**Chair**”) who will facilitate, but who will not otherwise participate in the PGME Council’s consensus-based decision making process. Notwithstanding the foregoing, the PGME Council may decide to appoint the Chair or co-chairs (“**Co-Chairs**”) from among the Member Representatives, and in which case, the Chair or Co-Chairs, as applicable, may be permitted to participate in the PGME Council’s consensus-based decision making process, as determined by the PGME Council. The Chair or Co-Chairs shall be appointed for terms of three (3) years or until their successors are appointed. The roles of the Chair or Co-Chairs are described in the Terms of Reference.

## **2.9 Working Groups and Advisory Committees**

The PGME Council may constitute such working groups and advisory committees as it determines are necessary or advisable.

# **Article 3 ANNUAL REVIEWS**

## **3.1 Annual Reviews**

The PGME Council shall conduct an internal impact review after the first and second anniversaries of the Effective Date, and an external impact review after third anniversary of the Effective Date. Each review will be completed no later than three (3) months following the applicable anniversary of the Effective Date. The review will be presented to all member organizations.

**Article 4**  
**TERM AND TERMINATION**

**4.1 Term**

The initial term of this MOU will begin on the Effective Date and continue, unless earlier terminated or renewed, until the conclusion of the external impact review described in Article 3. The parties have a period of 60 days following delivery of the external impact study to decide to renew or terminate the MOU.

**4.2 Termination**

(a) This MOU will terminate at the end of the initial term contemplated in Section 3.1 unless the MOU is renewed.

(b) No Party may withdraw from this MOU in the first year following the Effective Date. Thereafter, a Party may only withdraw from this MOU by submitting a written notice to the PGME Council secretariat of its intention to withdraw after the conclusion of the annual internal impact review in that year. The earliest that any notice to withdraw may take effect is four (4) months after the date it is submitted.

(c) Upon submission of a notice to withdraw, the Parties will attempt to address and rectify those issues giving rise to the notice to withdraw during the period before the withdrawal will take effect. Before the conclusion of such period, the Party may revoke its notice to withdraw. During such period, all Parties and Observers will be kept informed as to the progress of the discussions.

(d) The Parties acknowledge that the withdrawal of a Party could materially affect the activities and affairs of the PGME Council. Accordingly, before or following the withdrawal of a Party, or at any time following the conclusion of an annual internal impact review, the PGME Council may decide by consensus whether to continue with any work in progress, or to delay or to hold in abeyance further PGME Council work and action.

**4.3 Effect of Termination**

(a) The withdrawal of a Party from this MOU will not relieve such Party of the obligation to contribute any outstanding annual amounts or entitle the Party to a refund of all or any portion of the amounts that it has already contributed.

(b) Upon the termination of this MOU, any remaining funds after the payment of the PGME Council's liabilities, will be distributed on a pro-rata basis to the Parties then a party to the MOU, and any other assets that have been transferred to the PGME Council upon the condition that they be returned upon the termination of this MOU, shall be returned to the Party who transferred such assets to the PGME Council.

**Article 5**  
**FUNDING**

**5.1 Funding**

Each Party, excluding the Resident Doctors of Canada and Fédération des médecins résidents du Québec, will contribute \$12,500 to the PGME Council on an annual basis. Each such contribution of funds will be held by the AFMC on behalf of the PGME Council in a separate bank account maintained by the AFMC for this purpose, as the secretariat of the PGME Council, no later than [April 30] in a particular year during the term of the MOU. A three-year high-level budget is attached at Appendix B

## Article 6 INTELLECTUAL PROPERTY

### 6.1 Intellectual Property - General

Each Party shall retain all of its rights, title and interest, including all Intellectual Property Rights, in and to any materials, text, drawings, methodologies, processes, procedures, concepts, ideas, inventions, management tools, data bases, know-how, specifications, reports, notes and documentation (collectively, "**Materials**"), made available by such Party to the PGME Council. Such Party hereby grants to the other Parties a fully-paid-up, royalty free, perpetual, non-transferable and non-exclusive license to use the Materials made available by it hereunder only for internal purposes and for purposes of the PGME Council.

### 6.2 Joint Intellectual Property

If any Intellectual Property Rights result from the contributions of two or more Parties in connection with the PGME Council that would otherwise be sufficient in law to confer joint ownership, the PGME Council will determine by consensus the Party or Parties that should retain ownership of such Intellectual Property Rights, recognizing that it is generally preferable for one Party to own Intellectual Property Rights. The Party or Parties retaining such ownership rights grant to the other Parties a fully-paid-up, royalty free, perpetual, non-transferable and non-exclusive license to use such Intellectual Property Rights only for internal purposes and for purposes of the PGME Council.

### 6.3 Use of Marks

Nothing in this MOU shall be construed to allow a Party to use the trade-marks, logos, designs, colours, registered or unregistered trade-marks or trade names used, owned or licensed by any other Party, except with the prior written approval of such Party.

### 6.4 Definition

For purposes of this Article 6, "**Intellectual Property Right**" means any right that is or may be granted or recognized under any Canadian, U.S. or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trade-marks, trade names, service marks, industrial designs and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.

## Article 7 CONFIDENTIAL INFORMATION

### 7.1 Confidential Information

The Parties acknowledge that for purposes of this MOU, it may be necessary for one or more of them (each, a "**Disclosing Party**") to disclose to the other Parties (each, a "**Receiving Party**") certain materials or information, including technical, scientific or other information which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential (the "**Confidential Information**"). Confidential information includes, without limitation, deliberations of the PGME Council and any Materials. Each Party, when acting as a Receiving Party, shall not, during or at any time after the term of this MOU, disclose, transfer, use, copy, or allow access to any such Confidential Information to any third parties, except as authorized by the Disclosing Party. These restrictions shall not be construed to apply to: (a) information that is generally available to the public; (b) information acquired by the Receiving Party without reliance in any way on the Confidential Information of the Disclosing Party, as evidenced by the records of the Receiving Party; or (c) information which is independently developed by the Receiving Party, as evidenced by its records.

**Article 8  
LIABILITY****8.1 Limitation of Liability**

NO PARTY SHALL BE LIABLE TO ANOTHER PARTY HEREUNDER FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES TO THE EXTENT ARISING OUT OF THIS MOU. EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES ARISING OUT OF THIS MOU, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED \$12,500.

**8.2 No Joint and Several Liability**

The Parties shall not be jointly and severally liable to the other Parties in respect of any payments, obligations or liabilities arising out of this MOU.

**Article 9  
GENERAL****9.1 Entire MOU; Amendment**

This MOU constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and for greater certainty, this MOU is not intended to address any services that a Party may provide to the PGME Council. This MOU supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written pertaining to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, pertaining to the subject matter hereof except as herein provided. This MOU shall not be amended other than by an instrument in writing signed by all of the Parties and stating that the Parties intend to amend this MOU.

**9.2 Governing Law**

This MOU shall be governed by and interpreted in accordance with the laws in force in the Province of Ontario and the federal laws of Canada applicable in that province and each of the Parties irrevocably submits to the jurisdiction of the courts of the Province of Ontario.

**9.3 No Partnership**

Nothing in this MOU shall be deemed in any way or for any purpose to constitute any Party a partner of any other Party hereto in the conduct of any business or otherwise or a member of a joint venture or a joint enterprise with any other Party hereto.

**9.4 Assignment**

This MOU and any of the rights of any Party hereto may not be assigned by any Party.

**9.5 Enurement**

This MOU shall enure to the benefit of and be binding on the respective successors and permitted assigns of each of the Parties.

**9.6 Counterparts**

This MOU may be executed in any number of counterparts with the same effect as if all Parties all signed the same document. All counterparts will be construed together and will constitute one and the same agreement. This MOU may be executed by the Parties and transmitted by electronic mail or facsimile transmission and if so executed this MOU will be for all purposes as effective as if the Parties had delivered and executed one (1) original MOU.

*[Signature page follows]*

**Appendix A**  
**PGME Governance Council Terms of Reference (ToR)**  
**Structure and Terms of Reference**  
**Canadian PGME Collaborative Governance Council**  
**FINAL VERSION (September 3, 2015)**

## **MISSION**

To establish a collaborative governance structure for Postgraduate Medical Education (PGME) that will result in more efficient and effective medical education to prepare socially accountable physicians to provide high quality health care for Canadians.

## **PURPOSE**

Recognizing the complexity of PGME and the health care delivery system within which it operates, the PGME Collaborative Governance Council (herein referred to as the “PGME Council”) integrates the multiple bodies that play a role in PGME (including regulatory and certifying colleges, educational and healthcare institutions, and payers) to work collaboratively, across the PGME system, to achieve efficiency, reduce redundancy, and provide clarity on strategic directions and decisions for PGME in the best interest of society, learners and the health system.

## **GUIDING PRINCIPLES**

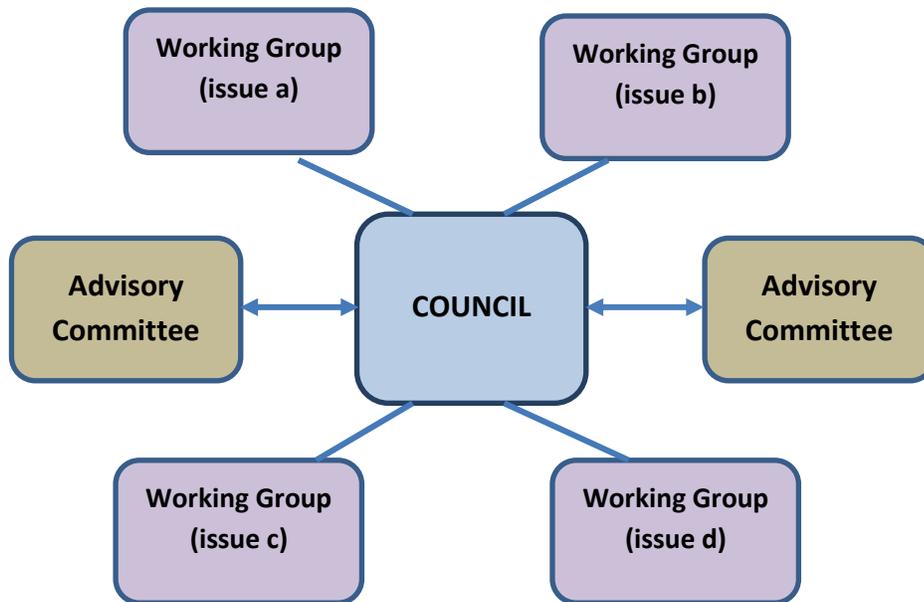
1. Participants in the collaborative governance\* structure recognize that PGME is a complex adaptive system\*.
2. The governance structure is designed to be practical, effective and transparent, and to enable transformative change.
3. The role, obligations and rights of each stakeholder within the governance structure will be clearly stated.
4. Common and achievable goals will be defined.
5. Recommendations will be made by consensus\* and submitted for consideration and ratification by stakeholder organizations.
6. The collaborative governance structure respects the autonomy and mandate of individual stakeholders while recognizing that compromises will be required to achieve joint goals.
7. PGME is seen as a component of the broader medical education continuum that spans the professional life of the physician.

\* Definition at the end of the document

## PGME GOVERNING STRUCTURE HIGH LEVEL DESCRIPTION

The PGME Council structure will be as follows:

- A governing **Council** responsible for consensus-based recommendations and oversight on issues addressed by various advisory committees and working groups as established by the Council.
- **Advisory Committees** to provide nonbinding stakeholder-specific perspectives on issues of concern
- **Working Groups** that may be established by the Council.



## PGME COUNCIL STRUCTURE COMPONENTS

### Council

#### Mandate

The PGME **Council** is mandated to advance a socially accountable PGME system in Canada, in line with the Future of Medical Education in Canada Post-Graduate (FMEC PG) recommendations, working together in an ongoing collegial and coordinated manner to address a breadth of issues, notably those that cannot be resolved at other tables, including sensitive, controversial and often difficult issues.

The PGME Council makes recommendations and provides direction to the stakeholders on the subsequent implementation of such recommendations. There will be internal decisions that the PGME Council will also take to ensure it works effectively. To support its work, the PGME Council may form working groups to address specific issues and advise the PGME Council. The PGME Council may also form advisory committees to provide nonbinding stakeholder-specific perspectives on issues of concern. PGME Council member representatives also have a responsibility to communicate and confer with the broader PGME community to support its purpose and mandate, including issue identification and validation of proposed courses of action.

PGME Council member representatives are also responsible for selecting a Chair, normally for a term of 3 years, exclusive of previous terms served on the PGME Council as a member.

## Membership

- Member representatives will normally be appointed to the PGME Council for a term of up to three (3) years, renewable once. For those organizations where membership is within the role description of a senior staff member, a longer term will be considered.
- Member representatives from learner organizations will normally serve two (2) year non-renewable terms.

PGME Council member representatives must have the authority and delegated decision-making responsibility from their organizations/committees/groups to make recommendations and decisions, while respecting the autonomy of their organizations/committees/groups, and the leadership ability to actively engage the group which they represent.

The PGME Council aims to bring together perspectives of all stakeholders in PGME. However, the membership cannot include all stakeholders. To avoid having an unwieldy committee, the maximum number of representatives on the PGME Council will not exceed 15 member representatives and up to 6 observer representatives. Membership will be drawn from the following list of stakeholder groups who will each appoint their representative on the PGME Council:

1. Faculties of Medicine: one Dean appointed via the Association of Faculties of Medicine of Canada (“AFMC”) Board of Directors
2. PG Deans: one appointed via the AFMC Committee on Postgraduate Medical Education
3. UG Deans: one appointed via the AFMC Committee on Undergraduate Medical Education
4. Health Sector Teaching Spaces – one (1) each from: HealthCareCAN\*, SRPC, AFMC DME Group
5. Certifying Bodies – one (1) each from: CFPC, CMQ, MCC, Royal College
6. Regulatory Bodies: one from FMRAC
7. Professional Associations: one from CMA
8. Learner Organizations\*\* – one (1) each from: PG learner organizations Resident Doctors of Canada and FMRQ; one (1) observer each from: UG learner organizations CFMS and FMEQ
9. One (1) public member
10. Government \*\* – one (1) observer from each of the following groups: Health Canada, F/P/T Committee on Health Workforce (CHW), provincial ministry of health (rotating), provincial ministry of education (rotating).
11. Ad hoc: Other groups, individuals, and perspectives as required

\*This organization is currently an observer

\*\*These member groups are encouraged to create an Advisory Group to allow for greater and wider input from their respective stakeholders. The Council member representatives will be able to communicate the views, perspectives and opinions of their member group colleagues at Council meetings.

## Frequency of meetings

Ideally, the PGME Council should meet at least quarterly during a year, either in-person or by electronic means, with at least two meetings held in-person.

## Accountability

While member representatives will bring their own specific organizational perspective, they must act in the best interest of society and PGME while sitting on the PGME Council. Recommendations will be made by consensus and submitted for consideration and ratification by stakeholders.

Depending on the issue, ratification may be sought from other organizations that are not members on the PGME Council.

## Review

An internal impact review of the PGME Council structure and approach, refining specific aspects such as the relevance, scope and terms of reference of the PGME Council will take place annually, for the first three years. A formal external review will occur after the first three years.

## Support

- Each payor is expected to contribute an amount of \$12,500 annually for the first 3 years to enable the operation of the PGME Council, based on a business case that takes into account the nature of the participating organization.
- Learner organizations, observer organizations and the AFMC Committees and Group would not be expected to contribute.
- Funding may be sought from government partners as described in the business case.
- Additional project funding may be required to support special initiatives.
- Member representatives and observer representatives will be responsible for their own travel, meal, and accommodation costs to attend in-person meetings, with the exception of the public member and the chair.

## Leadership

An independent non-voting PGME Council chair is preferred. Should funding be an issue, a chair or co-chairs from within the council will be elected by the council. The chair(s) will normally serve for a period of 3 years.

Roles of the chair(s):

- organize and chair the meetings;
- circulate and establish agendas;
- prepare briefing notes and minutes, and distribute materials as needed;
- speak on behalf of the PGME Council.
- facilitate the development of yearly goals, objectives, and a work plan to fulfil the mandate of the PGME Council
- manage the yearly budget with the secretariat

## Administrative Support

Part-time administrative services will be secured to support communication with member and observer representatives, and the planning and recording of meetings. The PGME Council will approve remuneration rate and select the secretariat, which will be housed within one of the member organizations. If necessary, secretariat services could be contracted out to an independent group.

Although secretariat service requirements may vary substantially depending on the number and nature of initiatives, secretariat support for quarterly meetings is constant. Responsibilities of the secretariat include:

- Meeting logistics (venue, agenda, minutes, speakers)
- Preparation and dissemination of written material for meetings
- Updating and maintaining records, files and website
- Financial responsibilities include: collection of PGME Council member fees to support PGME Council meetings and initiatives; pay invoices for goods and services, and meeting expenses; preparation and submission of financial statements to PGME Council

- Additional services will be considered as needs may arise and either be assumed by the secretariat, contracted out, or filled voluntarily by a member organization with the required skills and capacity.

### Working Groups

The PGME Council may choose to establish ad hoc Working Groups of relevant stakeholders with issue-specific mandates and fixed terms to provide advice to the PGME Council. Working Groups would be drawn from the participating organizations, and could include member representatives and observer representatives of the PGME Council.

## ATTACHMENT 1 - Definition of terms

**Collaborative Governance:** A governing arrangement where participants are expected to make decisions about medical education in the best interest of society (understanding the interests of learners and the health system). An arrangement that constructively and equitably engages across sectors - public, private, non-profit, citizens, and others – in a decision-making process that is focused on an agreed upon set of issues, while recognizing that in some instances ratification and peer accountability may be required. It is a collaborative governance structure to achieve efficiency, reduce redundancy, and provide clarity on strategic directions and decisions for post-graduate medical education. It is formal, transparent, principled, consensus-oriented, deliberative, and carries out societal purpose.

(Source: (Institute on Governance. (2014). Future of Medical Education in Canada – Postgraduate Implementation Project Collaborative Governance Framework Options)

**Complex Adaptive System:** A dynamic system that adapts *in* and evolves *with* a changing environment, and which consists of heterogeneous, interactive adaptive agents functioning as a whole within a set of defined rules.

(Adapted from “An Overview of Complex Adaptive Systems”, by E. Ahmed, A. S. Elgazzar and A. S. Hegazi. (2005). Retrieved from <http://arxiv.org/pdf/nlin/0506059.pdf>

AND “Complex Adaptive System”, by S. Chan. (2001). Retrieved from <http://web.mit.edu/esd.83/www/notebook/Complex%20Adaptive%20Systems.pdf>)

### **Consensus:**

Substantial agreement.

Silence is not interpreted as consent.

Key questions to determine consensus are:

- Can you live with this?
- Will you support this decision or action within this group?
- Will you support this decision or action outside of this group?

If unable to answer “yes” to these questions, a participant is asked, “What has to change in order for you to support this decision or action?”

## **ATTACHMENT 2 – Decision-making**

### **Steps in Developing Recommendations**

1. Describe concisely what needs to be decided.
2. Review the relevant facts (background information).
3. Develop solution options.
4. Outline strategic risks and opportunities for each option.  
Ensure that options are in line with the Council Guiding Principles.
5. Build consensus on a single solution.
6. Craft a recommendation.
7. Member representatives consult with stakeholders on the proposed recommendation.
8. Council receives stakeholder reports/feedback.
9. Council discusses stakeholder input and continues with consensus building as required.