Memorandum of Understanding on a Joint Commitment to Medical Education and Accreditation

Effective Date: September 13, 2013

This Memorandum of Understanding (the "MOU") is entered into between the American Medical Association (the "AMA"), the Association of American Medical Colleges (the "AAMC"), the Canadian Medical Association (the "CMA") and the Association of Faculties of Medicine of Canada (the "AFMC") as of the Effective Date set forth above.

Preamble

The desire to develop and maintain the world's premier medical education system has forged a unique, valued, and ongoing relationship between Canada and the United States of America. For over a century, our medical education programs have worked to meet national health needs while addressing similar cross-border academic challenges. For nearly fifty years, our accrediting bodies have been working together to ensure that medical school graduates in both Canada and the United States, meet their respective national standards for educational quality and that graduates of these programs are prepared for the next stage of their professional training, in either country. The working relationships between our organizations are strong, focus on the common theme of quality medical education, and are based on mutual respect. We appreciate the different needs, cultures and perspectives of each country while recognizing that quality educational programs are best assured through the application of high standards and a rigorous accreditation system.

Our commitment to medical education and accreditation has been continuous and significant.

Background

The American Medical Association (AMA, 1846) and the Association of American Medical Colleges (AAMC, 1876) sponsor the Liaison Committee on Medical Education (LCME, 1942). The LCME accredits complete and independent medical education programs delivered in the United States and Canada and offered by institutions that are chartered and located in the United States or Canada.
The Canadian Medical Association (CMA, 1867) and the Association of Canadian Medical Colleges (ACMC, 1947) which later became the Association of Faculties of Medicine of Canada (AFMC, 2004), sponsor the Committee on Accreditation of Canadian Medical Schools (CACMS, 1979). The CACMS and the LCME jointly accredit complete and independent medical education programs whose students are geographically located in Canada, and which are offered by universities and medical schools that are chartered in Canada. The CACMS and the LCME have historically used the same policies and standards. Members from the CACMS and the LCME sit on all the committees of the collaborating organizations.

Purpose and Scope

We recognize the historical, present and future value of our close professional and organizational relationships and the need to work together to meet the ongoing challenges facing medical education in Canada and the United States. While we endorse the same high standards for our medical educational programs, we recognize that differences may arise in some aspects to better allow for each country's medical educational programs to meet unique national demands. As these national standards are addressed, and to ensure the quality and substantial equivalency of accreditation standards and processes, it is essential that the LCME and the CACMS continue to work collaboratively at all levels. We therefore commit to ongoing and strategic communication to ensure the continued, dynamic and proactive review of accreditation standards, policies, and outcomes. It is our desire that the close association and collaboration between the Canadian and United States medical community and our ability to serve the health needs of our nations will be enhanced through this commitment.

Principles of Accreditation

To further codify this relationship, Appendix A attached to this MOU, titled "Principles of Accreditation" has been prepared and agreed to by the parties.

The CACMS and the LCME policies and processes will be modified to reflect the six overarching principles outlined in the Principles of Accreditation, as well as the contained components that are specific to the Canadian and US medical program accreditation. To ensure ongoing enhancements to the accreditation processes, there will be continuous operational and strategic communication between the CACMS and the LCME to ensure timely evolution of the policies and processes as outlined in the Principles of Accreditation. A formal review of this MOU, including the Principles of Accreditation, will occur no less frequently than every three years.

Rule of Construction

This MOU, including Appendix A, is not intended, and shall not be construed, to deviate from what is required under the laws or regulations applicable to any party.

Term

This MOU, including Appendix A, is effective upon execution by all parties. The term of this MOU will be for three years from the date of execution. It will automatically renew, with the same or newly agreed upon terms, for successive three year terms unless AMA and AAMC, or CMA and the AFMC, give notice to terminate this MOU as specified below.

Termination

If a joint party (CMA and AFMC, or AMA and AAMC) is desirous of terminating this MOU, then the following process will apply:

> Written notice to terminate may be submitted in writing by either of the joint parties. Such notice may not be submitted prior to June 30, 2016.
>
> The effective date of termination of this MOU may not be less than eighteen months following the delivery of the written notice to terminate.
>
> Upon submission of notice to terminate, there will be a period of nine months wherein efforts will be made by the parties to address and rectify issues. During this period, all signatories to the MOU and the Affiliation Oversight Committee (as defined in Appendix A, paragraph 27), will be kept informed as to the progress of the discussion.
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> Until the expiry of the aforesaid eighteen months, joint accreditation actions will not be delayed or held in abeyance.

Notices

Any notice, direction or other communication (a "notice") regarding the matters contemplated by this MOU must be in writing and must be delivered personally, sent by courier or transmitted by facsimile or by electronic mail, as follows:

In the case of the CMA, at:
Brian Brodie, M.D.
Chair, Board of Directors
Canadian Medical Association
1867, Prom. Alta Vista Dr., Ottawa, ON K1G 5W8
Telephone: 613-731-8610
Fax: 613-731-7314
Email: brian@brodieb.ca

In the case of the AFMC, at:
C/O Dr. Geneviève Moineau
President and Chief Executive Officer
Association of Faculties of Medicine of Canada
265 Carling Avenue, Suite 800
Ottawa, ON K1S 2E1
Telephone: 613-730-0687, ext. 222
Fax: 613-730-1196
Email: gmoineau@afmc.ca

In the case of the AMA, at:
Susan Skochelak, M.D., M.P.H.
Group Vice President, Medical Education
American Medical Association
330 N. Wabash Avenue, Suite 39300
Chicago, IL 60611
Telephone: 312-464-4804
Fax: 312-224-6912
Email: susan.skochelak@ama-assn.org

In the case of the AAMC, at:
John E. Prescott, M.D.
Chief Academic Officer
Association of American Medical Colleges
2450 N Street NW
Washington, DC 20037
Telephone: 202-828-0533
Fax: 202-828-1125
Email: jprescott@aamc.org

A notice is deemed to be delivered and received (i) if delivery personally, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a business day and otherwise on the next business day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a business day and otherwise on the next business day; (iii) if sent by overnight courier, on the next business day; or (iv) if transmitted by facsimile, on the business day following the date of confirmation of transmission by the originating facsimile.

A party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

General Provisions

(a) This MOU does not represent, and in no way implies: (a) a partnership, joint venture or other commercial relationship between the parties hereto; nor (b) an authorization for any party to act as the agent or representative of any other party.

(b) Any charges or expenses incurred by a party in the negotiation and settlement of the terms of this MOU or as a result of this MOU or the parties' meetings and communications or any work done hereunder, including during the termination notice period, are for the sole account of the party incurring such costs and expenses unless otherwise agreed in writing.

Except for paragraphs (a) and (b) above in this General Provisions section, this MOU reflects only a non-binding statement of intent of the parties and does not create any liabilities or obligations on the part of any party.

Execution and Delivery

This MOU may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this MOU is as effective as delivery of an originally executed counterpart of this MOU. Any party delivering an executed counterpart of this MOU by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart of this MOU.

IN WITNESS WHEREOF this MOU has been executed by the parties hereto as of the Effective Date set forth above.

Association of Faculties of Medicine of Canada

By: _____

Canadian Medical Association

By: _____

American Medical Association

By: _____

Association of American Medical Colleges

By: _____

Appendix A
Principles of Accreditation

Preamble

These principles of accreditation (the "Principles of Accreditation") are Appendix A to the Memorandum of Understanding on the Joint Commitment to Medical Education and Accreditation (the "MOU") effective Spetember 13, 2013 between the Association of Faculties of Medicine of Canada ("AFMC"), the Canadian Medical Association ("CMA"), the American Medical Association ("AMA") and the Association of American Medical Colleges (the "AAMC").

The Principles of Accreditation have been developed in order to maintain the highest standards of medical education in both Canada and the United States through accreditation. The foundation of these six principles is outlined in the document entitled "Joint Commitment to Medical Education and Accreditation" which speaks to the history of undergraduate medical education accreditation in Canada and the United States and reinforces the mutual benefits of working together and having an accreditation system in Canada and one in the United States that assure substantial equivalency.

To develop the highest quality and most effective medical education program accreditation standards, elements and processes, the Committee on Accreditation of Canadian Medical Schools ("CACMS") and the Liaison Committee on Medical Education ("LCME") Rules of Procedure will be modified to reflect and adopt the details within the following six overarching principles (I-VI) that are specific to the system of medical education program accreditation in Canada and in the United States. To ensure ongoing enhancements of the accreditation processes, there will be continuous operational and strategic communication between the CACMS and the LCME to ensure timely evolution of the policies and processes as outlined below:

Principle 1: Committees

1. The CACMS and the LCME membership will continue to have, at a minimum, professional members from their respective sponsoring organizations (the AFMC and the CMA for Canada, and the AMA and the AAMC for the United States), student members and public members (all voting). The chair of CACMS (or, in the chair's absence, a representative of CACMS selected from among CACMS voting members) will remain a voting member of the LCME, and the chair or chair-elect of the LCME (or, in the absence of the chair and chair-elect, a representative of LCME selected from among LCME voting members) will remain a voting member of CACMS (see paragraph 5 below).

2. The CACMS and the LCME will both have, at a minimum, policy subcommittees and standards subcommittees. The chairs of the LCME policy and standards subcommittees will be voting members of the CACMS policy and standards subcommittees, and vice versa. If they are unable to attend they may nominate replacements from the voting membership of their respective committees. The LCME Secretariat will attend the CACMS policy and standards subcommittee meetings, and vice versa.

3. The LCME Secretariat will continue to attend and provide administrative/technical support as appropriate at CACMS meetings, and the CACMS Secretariat will continue to attend and provide administrative/technical support as appropriate at LCME meetings.

4. A Joint Committee of the CACMS and the LCME will be established and consist of the CACMS chair, the LCME chair, and the LCME chair elect. If required, the Joint Committee will be convened immediately after LCME meetings to reach a decision on the accreditation status and follow-up for a Canadian medical school when the LCME does not agree to the recommendations from the CACMS regarding accreditation status and follow-up. Decisions of the Joint Committee will be final.

Principle II: Accreditation Standards and Elements

5. The LCME and the CACMS will each establish, through their respective processes, a mutually agreed upon set of accreditation standards and elements by an agreed upon date, no later than June 30, 2014. The CACMS will have accreditation standards incorporating LCME standards with the option to add more. The majority of elements for the CACMS and the LCME would be the same (with some added, removed, adapted). The LCME would be asked to approve all standards and elements at the June 2014 meeting.

6. Some elements within a particular accreditation standard may be applicable only to Canadian schools, and some elements within a particular accreditation standard may be applicable only to American schools. Changes in the elements of standards that are adopted by CACMS will not apply to U.S. medical schools unless they are also adopted by the LCME, and vice versa.

7. Proposed changes to elements for the Canadian medical schools will undergo review by the CACMS with a request for feedback from the AFMC, CMA, and through a public consultation in Canada.

8. Timely feedback on proposed changes to elements for the Canadian medical schools will also be sought from the LCME and vice versa. The LCME may make recommendations to the CACMS and vice versa.

9. Changes made by the CACMS to elements after June 2014 will not require formal approval by the LCME prior to implementation. The changes to elements will be subject to review at three-year intervals by the Affiliation Oversight Committee (as defined in paragraph 27 below).

10. Either the CMA and the AFMC acting together, or the AMA and the AAMC acting together, may request an early review of the MOU and the Principles of Accreditation if concerns arise regarding substantial divergence of the accreditation standards and/or elements. The request will be sent to the Affiliation Oversight Committee who will work to resolve the differences. Should resolution be unsuccessful, then the Joint Parties (AFMC and CMA, or AMA and AAMC) may trigger termination of the MOU, as described in the body of the MOU.

Principle III: Accreditation Procedures

11. It is anticipated that the alignment of accreditation processes across the continuum of medical education in Canada may result in some changes to the survey process and related procedures. For example, educational resources and faculty standards may be reviewed at one time in Canada for all three educational levels (UGME, PGME or GME, CPD).

12. The accreditation procedures used by the CACMS and by the LCME will be substantially equivalent, recognizing there may be some variation to address specific needs and variations in the Canadian and United States education and health care systems.

13. The CACMS policy subcommittee is responsible for the CACMS rules of procedure that are specific to the Canadian context and are based on the most recent version of the LCME accreditation procedures.

14. Proposed changes to the CACMS rules of procedures will be reviewed and implemented by the CACMS in a manner similar to that which LCME employs for making changes to its procedures.

15. Timely feedback on proposed changes to the accreditation process as proposed by the CACMS policy committee will be sought from the LCME. Subsequent changes made by the CACMS to the accreditation process will not require formal approval by the LCME prior to implementation. The changes to the accreditation process will be subject to review at three-year intervals by the Affiliation Oversight Committee as described in paragraph 27 below.

Principle IV: Accreditation Surveys

16. Survey visits to Canadian medical schools will continue to be carried out by a single survey team with one designated LCME member whenever possible, with all other members appointed by the CACMS. Team members will continue to participate in decision-making regarding the summary of findings and writing of the report.

17. One survey report will be produced from any survey visit.

18. Proposed changes to the Canadian survey report templates and guides will be shared with the LCME Secretariat for input. The template for the reports may change as a result of changes to accreditation standards and the survey process (due to alignment of accreditation across the educational continuum in Canada).

19. The CACMS Secretariat will develop and regularly update the Data Collection Instrument for Canadian Schools.

20. The CACMS Secretariat will serve as the contact for Canadian medical schools, for the preparation of survey visits, and will provide workshops to prepare Canadian schools, Canadian survey team members, Canadian team secretaries and chairs. The LCME appointees to the CACMS survey teams will be invited to attend these workshops. At a minimum, the LCME appointed team members will be briefed on any differences between the CACMS and the LCME survey processes including variations in accreditation elements.

Principle V: Accreditation Decision Making

21. Survey reports and status reports for Canadian medical schools will be reviewed by CACMS reviewers and the CACMS. The CACMS will formulate the accreditation status and follow-up for the Canadian medical education program.

22. The LCME, upon review of all CACMS documentation (including the CACMS formulated accreditation status and follow-up, the CACMS reviewers worksheets, the relevant minutes from the CACMS meeting, and the survey or status report) will accept the formulated accreditation status and follow-up, which will then constitute the CACMS and the LCME accreditation status and follow-up, or the LCME will document its disagreement with the CACMS decision.

23. In the case of disagreement that cannot be resolved, in which the LCME wishes to confer a different status or follow-up plan to that of the CACMS, the matter will be referred to the Joint Committee consisting of two LCME members (the Chair and Chair-Elect) and one CACMS member (the Chair) for a decision. This Joint Committee decision will constitute the final CACMS and LCME school accreditation status and follow up.

24. Canadian medical education programs will continue to have accreditation status from the CACMS and the LCME, consistent with the policies and process as defined above.

Principle VI: Oversight of Standards, Elements, Process and Outcomes

26. A process of mapping, review, and consensus between CACMS and LCME regarding the policies, elements and standards used by the two accrediting bodies will be completed by June 30, 2014.

27. The Affiliation Oversight Committee, with one appointee from the AFMC, CMA, AAMC, AMA, CACMS, and LCME will be constituted to provide oversight and periodic review of the accreditation processes in Canada and the United States at intervals no less frequently than every three years, consistent with the MOU on the Joint Commitment to Medical Education and Accreditation renewal cycle.

28. At three-year intervals a report will be prepared by the CACMS, which the LCME will review and to which it will respond. The report and the response will also be reviewed by the Affiliation Oversight Committee to determine if these Principles of Accreditation require modification or termination.

29. The following components, at a minimum, will be assessed at the three year review: alignment of accreditation standards and elements, alignment of policies and procedures, review of the activities of the Joint Committee, and review of outcomes. Modifications of the CACMS and the LCME Rules of Procedure, as described in this Appendix will be made accordingly.