

## **MEDICAL LOAN AGREEMENT**

BETWEEN:

### **THE CORPORATION OF THE CITY OF CORNWALL**

(hereinafter called 'the City')

-and-

### **NEERAV MULLUR**

(hereinafter called 'STUDENT')

**WHEREAS** the City of Cornwall lacks a sufficient number of family physicians to provide medical services to its residents; and,

**WHEREAS** the City wishes to provide a loan to STUDENT whose medical practice shall be within the City Limits, upon successful completion of medical school.

**NOW THEREFORE IN CONSIDERATION** of the terms and conditions contained herein and other valuable consideration, the City and STUDENT agree as follows:

### **Definitions**

1. In this Agreement;
  - a) "City Limits" means the geographical limits of the City; and,
  - b) "Family Doctor" means being registered and in good standing with the College of Physicians and Surgeons of Ontario to conduct a practice in Family Medicine;
  - c) "Loan" has the meaning ascribed to it in Paragraph 2 of this Agreement.
  - d) "Full Time" means no less than 40 hours a week.

### **City's Obligations**

2. The City shall loan the sum of one-hundred and fifty thousand dollars (\$150,000.00) (the "Loan") to reflect 6 years of tuition, books, and living expenses. Six equal Loan payments shall be issued to the amount of twenty-five thousand dollars (\$25,000.00) annually starting in 2023. In 2023, the first Loan payment shall be made on the 1<sup>st</sup> day of May upon receipt of a written request from STUDENT and proof of enrollment at the University of Ottawa or a recognized Canadian University Medical School. The second Loan payment will be made on the 1<sup>st</sup> day of September 2023 to support the second year of studies. In subsequent years, the City will make the yearly loan advance on the 1<sup>st</sup> day of September of each year upon receipt of a written request from STUDENT and

proof of enrollment at the University of Ottawa or a recognized Canadian University Medical School.

3. Provided that STUDENT is not in default of this Agreement, the City shall forgive one fifth (1/5) of the total Loan for every complete year (no forgiveness for any part of the year in which the default occurs) in which they actually practices on a full time basis as a Family Doctor within the City Limits, in accordance with Paragraph 7.
4. It shall be STUDENT's obligation to advise the City of the date on which they commence their practice as a Family Doctor on a full-time basis within the City Limits and the forgiveness of the first one fifth (1/5) of the total Loan shall occur one (1) year following the date of commencement of their said practice and shall then occur on each anniversary thereafter.

### **STUDENT's Obligations**

5. STUDENT hereby certifies to the City that their family resides on a permanent basis within the geographical limits of Cornwall or the United Counties of Stormont, Dundas and Glengarry, and they are currently enrolled in full-time studies at the University of Ottawa to become qualified as a Family Doctor to practice medicine in the Province of Ontario.
6. STUDENT shall provide to the City, as the City may request from time to time, proof of enrollment and academic standing at the University of Ottawa or a recognized Canadian University Medical School to verify that they are maintaining eligibility for the Loan.
7. STUDENT agrees to complete their studies on a full-time basis and agrees to utilize their best efforts to become qualified to practice as a Family Doctor on or before the 1<sup>st</sup> day of July, 2028.
8. STUDENT shall, within six (6) months after completion of their studies and after being qualified to practice as a Family Doctor, commence the said practice on a full-time basis (as recommended by the College of Physicians and Surgeons of Ontario for newly admitted doctors) within the City Limits for a period of not less than five (5) consecutive years. STUDENT agrees to undertake hospital privileges at Cornwall Community Hospital and to participate, in a relief capacity, in the Hospitalist program. Provided that STUDENT shall be entitled, at their option, to extend the commencement of their practice on a full-time basis for one (1) year in order to undertake one (1) additional year of studies in a specialized field. However, if STUDENT has received the total amount of the Loan under this Agreement, the additional one (1) year of studies shall be their total financial responsibility. It is recognized and accepted by the City that if STUDENT completes this one (1) additional year of studies in a specialized field, their primary practice as a Family Doctor may include ancillary work in this specialized field.

9. Should the STUDENT offer written notice of maternity and or parental leave, as defined by the Government of Canada, at any time during the terms of this agreement, the conditions of Paragraph 7 and Paragraph 8 would be extended to accommodate accordingly.
10. Should STUDENT:
  - a. not complete their studies,
  - b. fail to provide proof of enrollment and academic standing at the University of Ottawa or a recognized Canadian University Medical School, or
  - c. fail to commence practice as a Family Doctor on a full-time basis within the City Limits within six (6) months after completion of their studies and after being qualified to practice as a Family Doctor, subject to Paragraph 7,
 then the entire Loan shall be repayable by them to the City forthwith upon written demand by the City, together with interest at the Bank of Canada prime rate plus three (3) percent calculated from the day on which each advance on the Loan is made to the date of Payment.
11. In the event that STUDENT fails to practice as a Family Doctor on a full time basis for the term of five (5) years as required herein, STUDENT shall become liable forthwith upon written demand by the City to pay to the City the balance of the Loan which has not been forgiven in accordance with Paragraph 3, with interest thereon at the Bank of Canada prime rate plus three (3) percent, payable from the day they receives written notice that the Loan is payable.
12. Paragraphs 10 and 11 shall not apply, and the Loan shall be forgiven, if the reason STUDENT does not complete their studies or fails to practice as a Family Doctor on a full time basis because they should die or suffer a disability rendering them unable to do so. STUDENT agrees to cooperate fully with the City should the City decide to take out a life and/or disability policy on their life to insure the repayment of the Loan.

#### **No Assignment**

13. This Agreement shall remain a personal obligation by STUDENT and shall not be assignable by them to any person or corporation whatsoever.

#### **Amendment**

14. This Agreement may be amended by the mutual consent of the parties in writing.

#### **Entire Agreement**

15. This Agreement shall constitute the entire agreement between the parties and shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and assigns.

### **Governing Law**

16. This Agreement shall be governed by and be interpreted in accordance with all laws and regulations of the Province of Ontario and Canada and shall be treated in all respects as an Ontario contract. Should a conflict arise between the provisions of this Agreement and any such laws or regulations, this Agreement shall be deemed to be amended in the manner and to the extent required to bring it into compliance with such laws or regulations. The City and STUDENT specifically submit and attorn to the exclusive jurisdiction of the Courts of Ontario.

### **Ratification**

17. This Agreement is not effective until ratified by the Council of The Corporation of the City of Cornwall.

### **Independent Legal Advice**

18. STUDENT acknowledges having received independent legal advice prior to executing this Agreement.

### **Service of Documents**

19. Any document to be served by one party on the other may be done in person, by facsimile or by registered mail. Service in person or by facsimile will be deemed to be on the date shown on the document and service by registered mail shall be deemed on the date two days after the date of mailing.

20. All correspondence to the City shall be addressed as follows:

The Corporation of the City of Cornwall  
360 Pitt Street, PO Box 877  
Cornwall, Ontario K6H 5T9  
Attention: City Clerk  
Phone: (613) 930-2787 ext 2219

21. All correspondence addressed to STUDENT shall be forwarded to:

Neerav Mullur  
2224 Heron Court, Cornwall ON, K6H 7P5  
613-363-4389  
Nmull051@uottawa.ca

IN WITNESS THEREOF the parties have set their hand(s) and seal(s) this \_\_\_\_\_th day of \_\_\_\_\_, 2023.

**THE CORPORATION OF THE CITY OF CORNWALL**

\_\_\_\_\_  
JUSTIN TOWNDALE, Mayor

\_\_\_\_\_  
MANON LEVESQUE, City Clerk

We have authority to bind the Corporation.

\_\_\_\_\_  
NEERAV MULLUR – Medical Student

\_\_\_\_\_  
Witness