

# AGREEMENT FOR PRACTICUM EXPERIENCE

THIS AGREEMENT is effective as of [month] [day], [year].

BETWEEN:

YORK UNIVERSITY  
(the “University”)

and

[NAME OF LEARNING SITE]  
(the “Practicum Centre”).

IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1.0 Obligations of the Practicum Centre

- TE** 1. The Practicum Centre shall appoint one of its staff members to be a mentor for the Practicum Student. The mentor shall co-ordinate the Practicum Student's practicum placement at the Practicum Centre in collaboration with the Practicum Student.
- MP** 1.2 The Practicum Centre, in consultation with the University and the Practicum Student, shall determine the times of attendance, the nature and objectives of the practicum experience, and the physical and human resources to be provided at the Practicum Centre for the practicum placement.
- L** 1.3 The Practicum Centre shall supervise the Practicum Student at all times during the practicum placement and retain overall responsibility for service delivery and safety of all clients or patients at the Practicum Centre. The Practicum Centre acknowledges that the Practicum Student is inexperienced, has limited practice skills, is not expert in any area and requires supervision.
- A** 1.4 The Practicum Centre shall provide an orientation to the Practicum Student that includes the physical facilities and administrative and discipline-specific practices of the Practicum Centre during negotiations and prior to confirmation of the practicum placement.
- T** 1.5 Before the commencement of and during the practicum placement, the Practicum Centre shall provide to the University and the Practicum Student access to or a copy of all its rules, regulations, policies, code of conduct and procedures which are applicable to the practicum placement.
- E**

1.6 The Practicum Centre shall evaluate the Practicum Student at the completion of the practicum placement, based upon the Program's learning objectives and requirements as directed by the University. The Practicum Centre shall provide a copy of the evaluation to each of the Practicum Student and the University.

## **2.0 Obligations of the University**

2.1 The University shall designate a member of the Faculty to act as an advisor and/or clinical course director to the Practicum Student.

2.2 The University shall provide the Practicum Centre with a copy of all evaluation guidelines and required forms, as well as a copy of the goals and objectives of the practicum placement.

## **3.0 Term and Termination**

3.1 The term of this Agreement is for a period of one (1) year, commencing as of the date hereof, and thereafter continues from year to year.

3.2 Either party may terminate this Agreement if the other party is in breach of a material term or condition and such breach is not cured within fourteen (14) days of receipt of written notice of such breach.

3.3 Either party may terminate this Agreement at any time upon giving the other party thirty (30) days notice in writing.

3.4 Notwithstanding any termination, the Practicum Centre shall continue to perform its obligations to the extent necessary so that the Practicum Student may complete any current practicum placement. .

3.5 The Practicum Centre may, upon written notice to the University, interrupt a practicum placement in the event of an emergency beyond its control, such as an epidemic or the destruction of its facility. If such event occurs, the Practicum Centre shall permit the Practicum Student affected by the interruption to return to complete the practicum placement as soon as possible.

## **4.0 Indemnification**

The Practicum Centre shall indemnify, defend and hold harmless the University, its officers, directors or governors, employees, agents and independent contractors from and against all claims of every kind in respect of any injury, loss or damage whether resulting from the performance or non-performance of its obligations under this Agreement, unless the injury, loss or damage is caused or contributed to by the willful or negligent act or omission of the University, its officers, directors or governors, employees, agents, or independent contractors while acting within the scope of their duties.

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## 5.0 Facilities

The Practicum Centre:

- (a) shall provide full, unobstructed and safe access to its premises to the extent necessary for the performance of this Agreement; and
- (b) is liable for its premises, equipment and services related to the practicum placement.

## 6.0 Insurance

- 6.1 The Practicum Centre shall insure the Practicum Student (minimum limit of \$5,000,000.00 liability insurance) for general third party liability, bodily injury, property damage and malpractice liability during the term of the practicum placement and provide evidence of such coverage upon request of the University.
- 6.2 The Practicum Centre shall maintain comprehensive general liability and malpractice liability insurance for its premises, equipment and services related to the practicum placement for an amount of not less than \$5,000,000 and provide evidence of such coverage upon request of the University.

The Practicum Centre acknowledges that the Practicum Student is not covered by the University's general liability or malpractice liability insurance.

## 7.0 Work/Education Placement Compensation

The parties acknowledge that the Practicum Student is covered by the Practicum Centre's employee compensation package. The Practicum Student will be covered by the Practicum Centre's WSIB.

## 8.0 Confidentiality

8.1 Confidential Information. Information which is designated "confidential," is of a proprietary nature – including all forms of intellectual property, or can identify anyone, and includes the personal information and personal health information and records of any patient or client of the Practicum Centre to which access is granted to or obtained by the University or to which a Student has access to during the Program but does not include any information, methodologies or data:

- (a) which are now, or subsequently, in the public domain;
- (b) which are already in the lawful possession of a party prior to its receipt from the other party;
- (c) which are independently developed by a party;
- (d) which are lawfully obtained by a party from a third party;
- (e) which are disclosed by a party with the written permission of the other party; or
- (f) which are disclosed pursuant to a court order, legal compulsion or in

accordance with legislation.

- 8.2 Strict Confidence. The Parties agree to maintain in strict confidence during the term of this Agreement, any extension of this Agreement and for a period of two years after the termination or expiry of this Agreement, all Confidential Information acquired in the course of or incidental to the performance of this Agreement and not to disclose, make use of or otherwise deal with Confidential Information without the express written permission of the Disclosing Party, except in the ordinary and proper performance of the party's obligations pursuant to this Agreement.
- 8.3 Future Use. Nothing in this section shall prevent either party from making any future use of Confidential Information which is public or which becomes public, in a manner not in breach of this Agreement.
- 8.4 FIPPA. Notwithstanding any other term of this Agreement, the Practicum Centre recognizes and agrees that the University may have independent obligations under the *Freedom of Information and Protection of Privacy Act* or other legislation and that nothing in this Agreement prohibits the University from complying with such obligations.

## 9.0 General

9.1 Notices. Any demand, notice or other communication to be given in connection with this Agreement is to be given in writing and may be given by personal delivery, registered mail or transmitted by facsimile addressed to the recipient as follows:

if to the University:

York University  
Faculty of Liberal Arts & Professional Studies  
4700 Keele Street  
Ross South Building, S900  
Toronto, ON M3J 1P3  
Fax No.: 416-736-5750

Attn: **Pip Horne,**  
**Experiential Education Coordinator**  
Email: piphorne@yorku.ca, eelaps@yorku.ca  
Tel: 416-736-2100 x 33884

if to the Practicum Centre:

[Name of Learning Site]  
[Address]  
[City, Province, Postal Code]  
Fax No.: [Insert]

Attn:  
Email:  
Tel:

or such other address or facsimile number as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery is conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the 5th business day following deposit in a post office box, and if given by facsimile, on the day of transmittal thereof if before 4:00 p.m. on a business day failing which, on the next business day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication is not to be mailed but given by personal delivery or by facsimile.

9.2 Relationship Between the Parties. Neither party is considered in any way as an employee, representative or agent of the other and each party is acting as an independent contractor. Neither party may create any obligation, either express or implied, on behalf of the other, except as expressly authorized by this Agreement.

9.3 Expenses. Each party is responsible for its own expenses relating to the performance of its obligations under this Agreement. The University is not to be responsible for any expenses that may be incurred by the Practicum Student or the University, including but not limited to travel costs (such as transit tickets/pass, mileage, parking).

9.4 Public Announcement. Neither party shall announce the execution of this Agreement or the provisions of this Agreement to the public unless and until such announcement and the manner and time of the announcement are approved by both parties.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes and prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

9.6 Amendments & Waivers. No amendment to this Agreement is valid or binding unless it is in writing and signed by both parties hereto. No waiver of any breach of any provision of this Agreement is effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, is limited to the specific breach waived.

9.7 Meaning of Terms. Unless there is something in the subject matter or context inconsistent therewith: words in the singular number include the plural and such words are to be construed as if the plural had been used and vice versa and words importing the use of any gender include all genders.

9.8 Time. Time is of the essence of this Agreement and no extension or waiver amends this provision.

- 9.9 No Assignment. Neither party may assign this Agreement without the prior consent of the other party.
- 9.10 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- 9.11 Further Assurances. Each party shall from time to time execute and deliver all such further documents and do all acts and things as the other party may reasonably require to carry out effectively or better evidence or perfect the full intent and meaning of this Agreement.
- 9.12 Survival. At the expiry or other termination of this Agreement, all the rights and obligations of the parties under this Agreement terminate, save and except for provisions which, by their nature, remain in effect beyond expiry or termination.
- 9.13 Governing Law. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

9.14 Enurement. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

**YORK UNIVERSITY**

**[NAME OF LEARNING SITE]**

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



4700 KEELE ST  
TORONTO ON  
CANADA M3J 1P3

STUDENT INFORMATION		
Student Name:		
Student Number:		
Address:		
City:	Province:	Postal Code:
Phone number:	Email:	

**Re: Student Declaration of Understanding  
Workplace Safety and Insurance Board or Private Insurance Coverage**

**Student coverage while on placement**

I acknowledge and understand that as a paid employee of the Practicum Centre I am not eligible for WSIB for unpaid learns sponsored by the Ministry of Advanced Education and Skills Development.

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Further, I acknowledge and understand that as a paid employee of the Practicum Centre there is no coverage under the University general liability and malpractice liability insurance.

I agree that York University shall not be liable for any injury, loss or damage to my property during the placement.

Yours truly,

[Insert name and title]

