# Practicum Agreement

***(Appendix E)***

***To be completed by the Organization***

*(Please type)*

BETWEEN:

|  |
| --- |
| Organization Name:  **Please show the full name of the organization. Please do not use acronyms**.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (the “Organization”) |

AND:

THE UNIVERSITY OF LETHBRIDGE

As represented by

The Governors of the University of Lethbridge

Faculty of Education

(the “University”)

WHEREAS the University wishes to utilize the facilities of the Organization for the practical education of its students, or to conduct clinical research for academic purposes;

AND WHEREAS the Organization wishes to utilize the services of the students upon and subject to the terms and conditions below:

**ARTICLE 1**

**DEFINITIONS**

* 1. In this Agreement, the following words and phrases have the following meanings:

1. **“Confidential Information”** means all information that is of a confidential or proprietary nature, which may be related to the business and management of either party or the personal information of the student and/or the personal and health care information and records of any patient of the Organization to which access is granted or obtained by the other party or to which the student has access, but does not include information:
   1. was previously known to the recipient;
   2. was independently developed by the recipient;
   3. is subsequently lawfully obtained by the recipient from a third party;
   4. becomes publicly available other than through breach of this Agreement;
   5. is disclosed where the other party has provided its prior written consent; or
   6. is disclosed by court order or otherwise by law;
2. **“FOIP”** means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, as amended;
3. **“HI Act”** means the *Health Information Act*, R.S.A. 2000, c. H-5, as amended; and
4. **“Practicum”** means a supervised learning opportunity at the Organization to enable the student to develop knowledge, competencies, judgment, attitudes and practical experience related to applied psychology.

**ARTICLE 2**

**PRACTICUM PARTICIPATION**

* 1. The University and the Organization shall mutually agree in writing upon the particulars of the Practicum for each student as more fully set out in Schedule “A”.
  2. The Organization acknowledges that, during the Practicum, a student may use the facilities, resources and services of the Organization in accordance with the policies, rules, regulations and procedures of the Organization as made known to the University and agreed upon in advance of the Practicum.
  3. The Organization and the University shall cooperate in establishing the plans and forms of evaluation of the students.

**ARTICLE 3**

**TERM AND TERMINATION**

* 1. This Agreement shall commence on the start date (listed below) and shall continue in force until the end date (listed below), subject to early termination in clause 6.5. At the expiry of such period, this Agreement will terminate unless renewed by mutual written agreement of the parties.

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| --- | --- |
| Start Date: (e.g., August 1, 2020) | End Date: (e.g., July 31, 2023) |

* 1. If for any reason a student is no longer a participant in the Practicum, then the placement of that student shall terminate on the date that the student’s participation in the Practicum is terminated.

**ARTICLE 4**

**RESPONSIBILITIES OF THE UNIVERSITY**

* 1. The University shall take reasonable steps to ensure that the student is made aware of the policies, rules and regulations of the Organization as made known to the University.
  2. The University shall provide the Organization with the University’s policies, rules and regulations that are necessary for the Organization to effectively participate in the Practicum. Further, as reasonably possible, the appointed representative of the University will meet with the Organization to review the University’s and the Organization’s applicable policies, rules and regulations and to clarify any questions either party may have regarding such policies, rules or regulations.
  3. The University shall pay the Organization or a representative of the Organization an honorarium as set out in Schedule “A”, provided the Organization has complied with the terms of this Agreement including the requirement to provide the student with adequate and consistent supervision as set out in section 5.4 herein.

**ARTICLE 5**

**RESPONSIBILITIES OF THE ORGANIZATION**

* 1. The Organization shall provide the student (and the University, as required) with an orientation to its facilities, administrative structure and policies, including any requirements of HI Act or any other applicable legislation, where required, so that the student can effectively and safely participate in the Practicum.
  2. The Organization shall ensure that its applicable staff is made aware of the policies, rules and regulations of the University as they apply to the Practicum and the Organization shall take reasonable steps to ensure compliance.
  3. During the term of the Practicum, the Organization shall make available facilities to the University and the student(s) such as

1. suitable conference room space on a scheduled basis; and
2. such other materials and equipment as is reasonably required.
   1. The Organization agrees to ensure that the student receives adequate, consistent and appropriate supervision, direction and learning opportunities during the Practicum.
   2. The Organization recognizes the student status of the student and shall not require the student to undertake activities, responsibilities or duties that exceed the requisite hours of the practicum and/or capabilities of the student.
   3. The Organization, acting reasonably and providing timely notification to the University, reserves the right to refuse access to its facilities to any student.
   4. The Organization shall notify the University as soon as reasonably possible in the event that student illness, injury, incapacitation or absence that may adversely impact the successful completion of the Practicum. The University requires immediate notification of any situation that may give rise to a claim in affiliation with the Practicum for which the student and/or the University may be legally liable. After notification, and to the extent practical, the Organization and the University shall collectively determine an appropriate response to the matter or issue arising from the student’s Practicum.
   5. The parties acknowledge that this Agreement is subject to FOIP, HI Act and all other relevant privacy legislation and all of the terms and conditions of this Agreement shall be carried out in compliance with such legislation and any statutes or laws regarding confidentiality of personal or health care records as may apply in the jurisdiction of the Organization and the location of the Practicum.
   6. The parties shall use reasonable efforts to ensure that the students are aware of the obligations of the Organization pursuant to FOIP, HI Act and other relevant privacy legislation and the Organization shall ensure such students also are made aware of other requirements under any statutes or laws regarding confidentiality of personal and health care records as may apply in the jurisdiction of the Organization and the location of the Practicum.

**ARTICLE 6**

**GENERAL**

* 1. The University agrees, to the fullest extent permissible in law, to indemnify and save harmless the Organization from and against all manner of actions, cause of action, damages, suits, claims, demands and costs whatsoever arising from any tortious or negligent act or omission of its employees, students, volunteers or agents of the University undertaken pursuant to this Agreement.
  2. The Organization agrees, to the fullest extent permissible in law, to indemnify and save harmless the University from and against all manner of actions, cause of action, damages, suits, claims, demands and costs whatsoever arising from any tortious or negligent act or omission of its employees, volunteers or agents of the Organization undertaken pursuant to this Agreement.
  3. Both parties shall insure their respective operations under a contract of comprehensive general liability insurance, inclusive of malpractice and/or professional liability insurance, with an insurer licensed in the jurisdiction in which the Party operates in the amount of not less than $2,000,000 per occurrence, insuring against bodily injury, personal injury and property damage, including the use thereof arising out of this Agreement. Each party shall provide the other with proof of insurance in the form of a certificate of insurance prior to the commencement of the Practicum or any Practicum and upon a request during the term of this Agreement.
  4. The Organization understands that Alberta Learning provides workers’ compensation coverage to only those students resident in Alberta (as determined by the Alberta Workers’ Compensation Board).
  5. Either party may give notice to terminate this Agreement without cause, by giving to the other party sixty (60) days notice in writing. Students already in their practicum experience will be permitted to conclude their practicum in the event of such notification to terminate. Notices shall be deemed to be effective by sending by facsimile or by delivery and with providing proof of receipt. Notices shall be sent to:

If to the Organization:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Organization Overseeing Body Name** | | **Phone** | | Email | | **Fax** | |
| **Title** | | **Position** | | | | | |
| **Address 1** | | | | | | | |
| **Street** | **City** | | **Province / State** | | **Country** | | Postal Code |
| **Address 2** | | | | | | | |
| **Street** | **City** | | **Province / State** | | **Country** | | Postal Code |

If to the University: Graduate Studies and Research, Faculty of Education

The University of Lethbridge

4401 University Drive

Lethbridge, Alberta T1K 3M4

Tel: (403) 329-2425 Fax: (403) 329-2372

* 1. This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all other agreements, oral or written between the parties with respect to the Practicum, and no addition, variation or amendment of this Agreement shall take place except by mutual agreement in writing between the parties.
  2. The parties acknowledge that nothing in this Agreement is intended to create an employee/employer relationship, partnership, joint venture or agency relationship.
  3. The parties agree that copyright and all other intellectual property rights created by the student and all materials and supplies furnished or provided by the University for use in the performance of this Agreement are and remain the property of the University subject to their intellectual property policies.
  4. The Organization agrees not to use or refer to the University, its logos, corporate symbol or representation in any promotional material or otherwise, without the University’s express written consent.
  5. Unless otherwise agreed, this Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta. The Courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions related to this Agreement, and the parties attorn to the jurisdiction of those courts.
  6. The parties shall exercise every reasonable effort to meet their respective obligations under this Agreement but shall not be liable for failures to perform or delays in performance resulting from causes beyond their reasonable control.
  7. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any term or condition of this Agreement.

IN WITNESS WHEREOF, the parties or their authorized representatives have duly executed this Agreement as of the day and year first above written.

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| **ON BEHALF OF THE ORGANIZATION:** |  |
| **Please show the full name of the organization. Please do not use acronyms**.  **IMPORTANT:** Before signing this agreement, please ensure that you possess signing authority. If you belong to an educational institution, please ensure that your Risk Management Department/Legal Department is aware of the fact that you have signed an agreement between your organization and the University. | Name: |
| Position: |
| Organization: |
| Date: |
|  |
|  |  |
| **ON BEHALF OF THE GOVERNORS**  **OF THE UNIVERSITY OF LETHBRIDGE:** |  |
|  | Name: |
|  | Dean, Faculty of Education |
|  | Date: |
|  |  |

Please submit a **signed** copy of the Practicum Agreement to:

**Mail:** Graduate Studies & Research

Faculty of Education, University of Lethbridge

4401 University Drive, Lethbridge, AB T1K 3M4

**Fax**: 403-329-2372

**Email**: [edu.masters@uleth.ca](mailto:edu.masters@uleth.ca)

If you have any questions regarding this agreement please contact:

**Email**: [edu.masters@uleth.ca](mailto:edu.masters@uleth.ca) **Phone**: 403-329-2425 **Toll Free**: 1-800-666-3503