

THIS PRACTICUM TRAINING AGREEMENT made effective as of this ___th day of ___, 201_.

BETWEEN:

Having offices at _____, Alberta
(hereinafter referred to as the "Authority")

AND:

**THE BOARD OF GOVERNORS OF
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY,**
having offices at Calgary, Alberta, Canada
(hereinafter referred to as "SAIT")

WHEREAS SAIT is a post-secondary technical training institution offering and delivering programs of study to its students ("Students"), including health related education programs (the "Program"), as defined in Schedule "A", attached hereto;

AND WHEREAS the Authority operates and manages facilities located in the city of _____, Alberta (the "Facilities") and is willing to make the Facilities available to SAIT for the purpose of providing practical and clinical experience to Students as an integral part of the Program;

AND WHEREAS the Authority agrees with SAIT to provide the Students of the Program with practical experience at the Facilities in respect of the Program, upon the terms and conditions hereinafter stated;

NOW THEREFORE, in consideration of the mutual covenants of the parties, the parties agree as follows:

1. Definitions

- 1.1 In this Agreement, the following terms have the following meanings, unless expressly stated otherwise:

- a) “Agreement” means this agreement, as the same may be revised from time to time;
- b) “Authority Indemniteses” means the Authority and its directors, officers, employees, agents and consultants;
- c) “Authority’s Representative” means the clinical designate appointed by the Authority to liaise among the Authority, SAIT and its students;
- d) “Claims” means any and all actions, causes of action, claims, demands, liabilities, damages, losses, costs and expenses of whatever nature and kind, save and except consequential, incidental and/or indirect losses, liabilities, damages, costs and expenses, including loss of profits and loss of revenues;
- e) “Facilities” has the meaning set forth in the recitals to this Agreement;
- f) “Practicum” means the practical and clinical experience forming part of the Program as delivered at the Facilities to Students pursuant hereto;
- g) “Preceptor” means the Authority’s practitioner who is assigned to oversee a particular Student’s learning experience (i.e. the Practicum) during a scheduled work shift/rotation.
- h) “Program” means all educational programs where the Student will attend at the Facilities for the purpose of obtaining practical and clinical experience in respect of the Program and as are defined in Schedule “A” to this Agreement; and as may be amended by mutual agreement in writing from time to time.
- i) “Program Staff” means the SAIT Representative, SAIT Program instructor(s) and other members of SAIT’s Health and Public Safety Department involved with the Practicum;
- j) “SAIT Indemniteses” means SAIT, its affiliates and subsidiaries (if any) and their respective governors, officers, employees, agents and consultants;
- k) “SAIT Representative” means the Program coordinator appointed by SAIT to liaise among SAIT, the Authority and the Students;
- l) “Students” has the meaning set forth in the recitals to this Agreement; and
- m) “Term” has the meaning set forth in Section 5.1.

2. The Practicum

- 2.1 The representatives of the Authority and SAIT shall meet annually to plan commitments for Practicums for the upcoming year as they relate to the upcoming Student intake. Each party will strive to maintain these commitments taking into consideration Student and Program accreditation requirements.
- 2.2 The representatives of the Authority and SAIT shall meet at least 30 days prior to the commencement of each SAIT academic semester during the Term hereof to establish the following matters in respect of the Students' Practicum training to be carried out at the Facilities:
 - a) the number and names of Students, Program Staff and Authority personnel involved in the Practicum;
 - b) the term of placement of each Student in the Practicum;
 - c) the areas of the Facilities in which Practicum training shall be delivered;
 - d) the schedule of Practicum activities at the Facilities;
 - e) the identification of the SAIT Representative, the Program Staff and the Authority personnel involved with the Practicum;
 - f) the format and particulars of evaluating the Students; and
 - g) such other matters as the parties may agree upon.
- 2.3 It is understood and agreed that in respect of the Practicum training of Students at the Facilities:
 - a) the hours of duty of the Students and the duties to be carried out by the Students shall be reasonable and not excessive in terms of each Student's training and ability;
 - b) the parties shall cooperate to ensure that the Students gain the greatest possible advantage from the Practicum training;
 - c) SAIT solely is responsible for the curriculum of studies comprising the Program and the Practicum, provided it shall consult with the Authority in respect of the curriculum of studies for the Practicum;
 - d) notwithstanding Sections 3.3 and 4.2(b) below, the Students and the Program Staff at all times shall report to and be the sole responsibility of SAIT and are not and shall not be deemed to be employed or engaged by nor agents of the Authority nor regarded as replacements for the Authority's personnel; and

- e) each party hereto shall maintain during the Term, at its cost, public liability insurance covering, in the case of the Authority, the Students, its employees, agents and consultants and, in the case of SAIT, its employees, agents and consultants, each in the minimum amount of \$5,000,000.00 per occurrence. Each party shall deliver to the other party upon the execution hereof a certificate of insurance confirming such insurance coverage.

3. The Facilities

- 3.1 The Authority shall have sole and exclusive control of the Facilities at all times.
- 3.2 In regard to placements of the Students in Practicum training at the Facilities, the Authority will ensure Students and the Program Staff are aware of such onsite availability and conditions as may be determined by the Authority regarding the use of necessary office, classroom, parking, conference, cafeteria and other facilities and shall further provide to the Students for use in their Practicum training, to the extent reasonably required, equipment and supplies at the Facilities. SAIT shall cause the Students to return the equipment and supplies to the Authority at the termination of their Practicum training in the same condition as when received, reasonable wear and tear expected.
- 3.3 Where required as part of a Practicum placement and specifically agreed to by the Authority pursuant to Section 2.2 and Section 4.2(b), the Authority will provide supervision of a Student at the Facilities through its qualified personnel, subject always to the provisions of Section 2.3(d).

4. Additional Obligations

- 4.1 SAIT shall:
 - a) recruit Students for the Program, collect tuition fees for the Program from Students, conduct reasonable security checks of the Students before placing them in Practicums pursuant hereto and ensure each Student placed in a Practicum pursuant hereto has the required training and knowledge to participate in the Practicum;
 - b) cause the SAIT Representative to act as a liaison among SAIT, the Authority and the Students in respect of the Practicum training pursuant hereto and to supervise the Students in their Practicum activities in coordination with the Authority;
 - c) cause the Students and Program Staff to comply with all rules and policies of the Authority as notified to SAIT by the Authority from

time to time and ensure such individuals are aware of the confidentiality requirements herein pursuant to Section 4.3;

- d) make the best effort to take all precautions necessary or expedient to ensure that the Students have the necessary education and preparation to prevent their having any harmful effects on patients assigned to the Students' care including causing no interruption to therapeutic care;
- e) take all reasonable precautions to ensure that the Students are in good health in advance of his/her arrival at the Facilities and meet occupational health and safety requirements of the Authority;
- f) ensure that the Students are informed of the requirements on the health of direct care givers pursuant to the applicable policies as provided by the Authority to SAIT;
- g) subject to applicable laws and the Authority's rules and policies, obtain workers' compensation coverage for the Students in respect of Practicum training;
- h) be responsible for integrating Practicum training pursuant hereto with other training requirements of the Program;
- i) immediately respond to any concerns or issues respecting the behaviour of a Student or member of the Program Staff communicated to SAIT by the Authority and promptly remove a Student from the Practicum training at the Facilities upon the Authority's reasonable request after consultation with the Authority;
- j) be responsible for evaluating Students of the Program and coordinate with the Authority in respect of its Practicum evaluation pursuant to Section 4.2(c); and
- k) indemnify and save harmless the Authority Indemnitees from and against any Claims arising from any negligent actions or omissions of SAIT, the Students and/or the Program Staff during the Term, save and except if any such Claims arise as a result of SAIT, the Students and/or the Program Staff following the directions or instructions of the Authority or its employees, agents or consultants. This indemnity shall survive the termination of this Agreement.

4.2 The Authority shall:

- a) provide opportunities to the Students to participate in the educational Program in accordance with the provisions of this Agreement;

- b) where the Student is precepted, be responsible for the education, training and supervision of the said Student;
- c) to the extent permitted by applicable laws, policies, rules and regulations of the Authority; including the right of patients in the Facilities, with respect to confidentiality, provide the Program instructors and the Students with information regarding patients in the Facilities;
- d) instruct its applicable personnel as to the objectives of the Practicum training and as to any matters they made need to know to ensure such training meets the said objectives;
- e) provide appropriate opportunities for regular meetings among its applicable personnel, the Program Staff and the Students to discuss the Practicum training and evaluate same;
- f) assist SAIT in evaluating Students in respect of and upon the completion of their Practicum training;
- g) communicate to SAIT, the policies and rules of the Authority; with respect to medical and health requirements of the Students and the Program Staff pursuant hereto, and advise SAIT of any changes thereto on a prompt basis; and
- h) indemnify and save harmless the SAIT Indemnitees from any Claims arising from any negligent actions or omissions of the Authority and/or any employees, agents and consultants of the Authority during the Term and including in respect of any Claims arising as a result of directions or instructions given by the Authority, its employees, agents and consultants to SAIT, the Program Staff and/or the Students. This indemnity shall survive the termination of this Agreement.

4.3 Each party shall hold in confidence and SAIT shall use reasonable efforts to ensure its Program Staff and the Students hold in confidence and do not disclose to any third party, except as required by law or court order, any confidential information concerning patients at the Facilities and both parties shall adhere at all times to applicable laws and statutory requirements concerning medical records of patients.

5. Term

The Term of this Agreement shall come into force on the effective date and shall remain in effect until termination. Either party shall have the right to terminate this Agreement by giving the other party sixty (60) days notice, in writing, of its intention to terminate; **provided however**, that this Agreement shall continue in

full force and effect until the expiration of SAIT's Practicum commitment, which may be in effect at the time of receipt of such notice.

6. General

6.1 It is hereby understood and agreed that SAIT receives a benefit from the Authority in that the Students receive practical experience and training in the Program and the Authority receives a benefit from SAIT in that it enjoys the benefits of a Student experience.

6.2 Neither party shall assign its rights herein.

6.3 Any and all notices hereunder shall be in writing and shall be sent by courier or facsimile transmission for receipt by the addressee during the addressee's ordinary business hours, addressed as follows:

a) if to the Authority:

Authority Name:

Address:

Attn:

Fax:

Phone:

b) if to SAIT:

1301 – 16 Avenue N.W.

Calgary, Alberta T2M 0L4

Attn: Allen Billy, Dean, School of Health and Public Safety.

Fax: (403) 284-8171

6.4 This Agreement constitutes the sole and entire agreement between the parties as to the subject matter hereof and supersedes all prior arrangements and agreements, whether oral or written.

6.5 Any amendments hereto shall be in writing duly executed by the parties.

6.6 Time shall be of the essence hereof.

6.7 This Agreement is governed by Alberta laws and the federal laws of Canada applicable thereto.

6.8 The parties hereby confirm that nothing herein shall create a relationship of employment, partnership or agency between the parties and that each party is an independent contractor.

- 6.9 This Agreement may be executed in counterpart facsimile copies, which together constitute one and the same agreement.
- 6.10 This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Authority:

by: _____
its: _____

**THE BOARD OF GOVERNORS
OF THE SOUTHERN ALBERTA
INSTITUTE OF TECHNOLOGY**

by: _____
its: Dean, School of Health and
Public Safety.

Schedule "A"

THE PROGRAMS