

EDUCATIONAL PLACEMENT AGREEMENT

Made this day of , 20(the “**Effective Date**”) among:

(the “**Agency**”)

-and-

The University of Regina (the “University”)

-and-

(the “**Student**”)

WHEREAS:

- A. The University has requested the Agency (i) serve as a practicum facility for training the Student who is enrolled in the (the “**Program**”) and (ii) to provide personnel who will supervise the Student during a placement with the Agency.
- B. The Agency has agreed to participate in the education of the Student by providing him/her with an educational practice experience at the facilities of the Agency (the “**Facilities**”); and
- C. The Agency, the University and the Student (each, a “**Party**” and collectively, the “**Parties**”) wish to enter into this agreement (the “**Agreement**”) to set out their respective roles and responsibilities.

NOW THEREFORE in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. THE PLACEMENT

- 1.1 The Agency will serve as a practicum facility for practical education and training for the Student and will provide personnel who will direct and supervise the Student during a placement with the Agency (the “**Placement**”).

- 1.2 The Student is not an employee of the Agency during the Placement nor will the Student be entitled to receive any remuneration from the Agency for any services the Student may render during the Placement.
- 1.3 The University shall be under no obligation to compensate either the Agency or any of its employees for educational work or services provided by the Agency or any of its employees in connection with this Agreement.
- 1.4 All relevant rules, regulations, policies and procedures of the Agency will apply to persons involved in the Placement unless otherwise agreed to by the Parties. For further certainty, the Student must comply with the requirements of this Agreement and all reasonable directives of the Agency. If the Student fails to do so, the Agency may refuse the Student access to Facilities and may terminate the Placement.
- 1.5 The activities and assignments of the Student and will be planned and scheduled by the Agency staff involved in the Placement (the “**Designated Staff**”), in consultation with the Student and the University.
- 1.6 The Student will have the status of a learner while at the Agency and shall not replace the Agency’s staff, or render services except as identified by the University for educational value and that are compatible with the Program objectives.

2. DUTIES OF THE AGENCY

2.1 The Agency shall:

- (a) retain the overall responsibility for activities involving clients or / patients of the Agency (“**Clients**”) and the Facilities’ operations;
- (b) provide a reasonable orientation program for the Student to acquaint them with the Facilities and the rules, regulations, policies and procedures of the Agency;
- (c) advise the University of all applicable policies, rules, procedures and requirements, and all other applicable orientation information and materials, applicable to the Placement;
- (d) become familiar with the philosophy and practicum instruction of the Program, and make reasonable efforts to have its staff comply with the applicable policies and regulations of the University;
- (e) provide the Student with practical experience through supervised practice that is consistent with the aims, objectives, policies and services of the Agency;
- (f) in collaboration with the Student and the University, select specific and appropriate learning activities for the Student that will meet the educational objectives under the Program and the Placement and will ensure that at all times the Student

assigned to, and under the supervision of, Agency staff who have the knowledge and understanding of the purpose and objectives for the Student's learning experience;.

- (g) provide appropriate workplace facilities to complete the goals of the Placement, and to permit the Student reasonable access to and use of the Facilities, resources and services of the Agency in accordance with the policies, rules, regulations and procedures of the Agency;
- (h) not require the Student to undertake activities, responsibilities or duties that exceed the appropriateness for students and oversee the services rendered by the Student to Clients;.
- (i) provide support services normally required to carry out the work of the Agency. If any out-of-pocket expenses are incurred by the Student, the Agency will reimburse the Student in accordance with its normal policies and procedures;
- (j) at the end of the Placement, prepare an evaluation of the Student's performance in the Placement, in the manner requested by the University; and
- (k) report any problems encountered with the Student to the University.

3. DUTIES OF THE UNIVERSITY AND THE STUDENT

3.1 The University shall:

- (a) provide all relevant Program information and guidelines to the Agency (through the Designated Staff), and advise the Agency of all applicable policies, rules and regulations of the Program and the University;
- (b) advise Agency of the curriculum requirements and objectives of the Program and the Placement and make known the level of training and experience of the Student to the Agency so activities can be assigned accordingly;
- (c) discuss with the Student, prior to the Placement, the Student's responsibilities during the Placement including the maintenance of confidentiality in matters entrusted to them and direct the Student to become aware of and comply with the policies and regulations of the Agency;
- (d) arrange meetings as required to deal with issues arising from the Placement or pertaining to the Student;
- (e) maintain workers' compensation or appropriate insurance coverage for the Student on the Placement within Saskatchewan, at no cost to the Agency.

3.2 The Student shall:

- (a) become familiar with the policies, programs and procedures of the Agency prior to initiation of the Placement;
- (b) comply with all rules, regulations, policies and procedures of the Agency and the Facilities in connection with the Placement;
- (c) maintain the security and confidentiality of, and to not disclose to any third party, confidential information of the Agency, including health information of Clients;
- (d) be responsible for planning with the Agency his/her learning experience;
- (e) carry out his/her Placement responsibility in a safe and professional manner.

3.3 The Student hereby consents to the disclosure of the Student's personal information between the Agency and the University for the purposes of the Placement, including the supervision and assessment of the Student.

4. PERFORMANCE ISSUES / SUSPENSION / TERMINATION

- 4.1 If issues arise concerning the performance of the Student during the Placement, a plan shall be developed by the Agency and the University to assist the Student to meet the goals of the Placement. If reasonable efforts to carry out the plan are not successful, the Agency or the University may discontinue of the Placement for the Student.
- 4.2 The University or the Agency may initiate action as is mutually agreed upon through discussion to suspend the participation of the Student in a Placement if (i) the Student is conducting himself or herself in such a manner that the health, safety, or security of Clients or the Agency's staff is at risk, (ii) the Student's continued participation in the Placement is not in the best interest of the Student or the Agency, or (iii) the Student acts in any other inappropriate manner. The Agency shall supply written reasons for its actions to the University as soon as reasonably possible.
- 4.3 The Agency shall retain, at all times, overall responsibility for the care, treatment and safety of all Clients of the Agency. In keeping with such responsibility, any member of the staff of the Agency shall have the right to intervene in those instances where the Student may be functioning in a manner considered by the Agency to be of potential danger to the well-being of any Client or the Agency's staff, or contrary to the Agency's regulations, rules, policies or procedures. The Agency will report any such incidents to the University forthwith.

4A. COVID-19

4A.1 The Parties acknowledge that the Placement is proceeding during the COVID-19 public health emergency. As a result:

(a) The Agency will ensure that all applicable COVID-19 health and safety workplace requirements (including social distancing, disinfection, self-monitoring, personal protective equipment use, etc.) (collectively, the “**COVID-19 Requirements**”) will be implemented during the Placement;

(b) The Student:

- i. acknowledges and agrees that the Placement may not provide an optimal or traditional practical experience, given the COVID-19 public health emergency and the COVID-19 Requirements;
- ii. agrees to participate in the Placement notwithstanding the COVID-19 public health emergency; and
- iii. agrees to comply with all COVID-19 Requirements during the Placement, including at the Facilities.

4A.2 The Parties acknowledge and agree that the Student’s activities and assignments may need to be adjusted or modified from time to time during the Placement in order to comply with the applicable COVID-19 Requirements. The Agency will make reasonable efforts to make such modifications in order to provide the Student with a meaningful practical experience notwithstanding the COVID-19 Requirements, and the Student shall cooperate with the Agency with respect to such modifications.

4A.3 If the COVID-19 Requirements render the continuation of the Placement unsafe, unfeasible or impossible, the Agency or the University may suspend or discontinue the Placement.

5. INDEMNIFICATION AND INSURANCE

5.1 The University agrees to indemnify and hold the Agency and its employees, directors, officers, and agents harmless from all loss, cost, expense, judgment or damage on account of injury (including death) or property damage, to the extent that they arise from or are caused by the negligence (whether through omission or commission) or wilful misconduct of the University or its students, employees, servants or agents related to or arising out of the Program, the Placement or other matters to which this Agreement pertains, including all reasonable legal expenses and costs incurred by the Agency in defending any legal action pertaining to the above.

- 5.2 The Agency agrees to indemnify and hold University and its employees, directors, officers, students (including the Student) and agents harmless from all loss, cost, expense, judgment or damage on account of injury (including death) or property damage, to the extent that they arise from or are caused by the negligence (whether through omission or commission) or wilful misconduct of the Agency, its employees, servants or agents related to or arising out of the Program, the Placement or other matters to which this Agreement pertains, including all reasonable legal expenses and costs incurred by the University in defending any legal action pertaining to the above.
- 5.3 The Agency and the University shall respectively, at each Party's sole expense, maintain throughout the term of this Agreement a policy or policies of general liability and professional liability insurance on a basis and in amounts sufficient to provide coverage in respect of all claims made against them, their members, officers, employees, servants, agents, instructors, and students from any claims for damages, for personal injury including death, accident or illness arising from the workplace, and from claims for property damage caused by the negligence or wrong doing of the party so insured, or its respective member, officers, employees, servants, agents, instructors, and students. Each, at the request of the other, shall provide evidence of the coverage provided for in this clause. The Agency's insurance shall apply in the case of negligent act or omission of a Student who is an employee of the Agency

6. TERM AND REVIEW:

- 6.1 This Agreement shall be effective from the Effective Date until Insert end date of Placement.
- 6.2 Notwithstanding the foregoing, if circumstances arise beyond the control of the Agency, such as a community disaster, job action by its employees, fire or other situation, and continued provision of the Placement substantially interferes with the Agency's primary duty of care to its Clients, by notice in writing to the University, it may suspend its obligations under this Agreement until the Facilities are suitable for continuation of the Placement.

7. GENERAL

- 7.1 **Notices:** All notices, requests, or other communications required or permitted in this Agreement to be given by one Party to the other ("**Notice**") shall be given in writing and delivered by fax, registered mail or delivered personally to the applicable address set out below:

If to the University:

University of Regina
3737 Wascana Parkway, RIC 508
Regina, Sk S4S 0A2
Fax:

If to the Agency:

Insert name and address of agency

If to the Student:

Insert name of student

Any Notice shall be deemed to have been given or received on the day upon which it was delivered or faxed, provided that the Notice is received on Monday to Friday from 9:00 a.m. to 5:00 p.m. exclusive of public holidays (“**Business Day**”). If the Notice is not received on a Business Day, it will be deemed to have been provided on the next Business Day. If the Notice is sent by prepaid registered mail, it will have been deemed to have been received five Business Days after which it was mailed

- 7.2 **Confidentiality:** Each Party agrees to maintain the security and confidentiality of, and to not disclose to any third party, confidential information of the other Parties, including health information of Clients and personal information of the Student.
- 7.3 **Relationship:** The arrangement under this Agreement shall not, under any circumstances, constitute a partnership, employment agreement or joint venture between the Agency and the University or an employment relationship between the Agency and the Student, nor shall any agency relationship arise as a consequence of this Agreement. No Party has the authority to bind the other Parties
- 7.4 **Enurement:** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 7.5 **Governing Law:** This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan.

- 7.6 **Further Assurances:** The Parties shall do and perform and cause to be done and performed such further and other acts and things as may be necessary and desirable in order to give full effect to this Agreement.
- 7.7 **Survival:** Section 3.3, Article 4A, Article 5, Section 6.3, Section 7.2, and Section 7.3 shall survive the termination or expiry of this Agreement.
- 7.8 **Waiver:** The failure of any Party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights, and these rights shall continue in full force and effect.
- 7.9 **Entire Agreement:** This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof.
- 7.10 **Severability:** Each of the provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision will not affect the validity or enforceability of any other provision of this Agreement.
- 7.11 **Amendment:** This Agreement may only be amended in writing, with the consent of all Parties.
- 7.12 **Counterparts:** This Agreement may be signed in counterparts (including by facsimile counterparts) and each counterpart shall constitute an original document, and all counterparts, taken together, shall constitute an original document.

[signature page to follow]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by as of the Effective Date.

[AGENCY]

Per: _____

Name:

Title:

University of Regina

Per: _____
(Dean or designate signature)

Name: _____

Title: _____

Student Signature

If you have questions about this template, please contact AVP-Academic Dr. Nilgün Önder (AVP.Academic@uregina.ca).