

AGREEMENT FOR STUDENT PRACTICUM

MEMORANDUM OF AGREEMENT made this _____ day of _____ in the year Two thousand, and _____.

BETWEEN:

NAME OF INSTITUTION
Address

(herein called the "Institution")

OF THE FIRST PART

AND:

NAME OF FACILITY
Address

(herein called the "Operator")

OF THE SECOND PART

WHEREAS the Institution conducts and operates the public facilities within the City of _____, known as _____;

AND WHEREAS the Operator operates the facility located in the City of _____, known as the _____ (the "Operator's" facility);

AND WHEREAS the Institution may, from time to time, make arrangements with the Operator for students of various Education programs to attend at the Operator's facility for the purposes of a work experience.

NOW THIS AGREEMENT WITNESSES that for and in consideration of the terms, covenants and conditions hereinafter set out and mutually agreed to by the parties hereto, the parties agree as follows:

1. THE INSTITUTION AGREES TO:

- a) designate the Operator an instructional unit for those students of the Institution whom the Institution and the Operator jointly deem appropriate;
- b) assign for training and learning experience in the Operator's facility only those students who have met the admission requirements of the Institution Programs and who continue to meet the standards of the Institution Programs and are deemed appropriate by the Operator, who may at any time, require any student who fails to meet acceptable health or performance standards to withdraw from the Operator's facilities, pending consultation with the Institution;
- c) if applicable, provide and show proof of Worker's Compensation or equivalent coverage for students while engaged in activities at the Operator's site(s) or other sites associated with programs of the Operator;
- d) designate a person for each Institution Program to arrange and conduct communications between the Institution and the Operator's designate for the Program regarding instruction in the Operator's facility;
- e) fully inform students as to the requirement not to disclose any confidential information or records to which they may have access or learn about through attendance at FACILITY NAME to anyone in any manner except as authorized by the Operator's policy. Nor are they to copy, alter, interfere with, destroy, or take such information or records except upon authorization and in accordance with established policy.

2. THE OPERATOR AGREES TO:

- a) make available to the students of the Institution, facilities for learning experiences at the Operator's facility of a kind and standard reasonably required by the Institution and as the Operator may reasonably provide, including educational space, supplies and equipment;
- b) maintain its normal staff for operation of the Operator's facility without reliance on Institution students;
- c) designate for each Institution Program a person to arrange communication between the Operator and the Institution's designate for the program regarding instruction in the Operator's facility.

3. BOTH PARTIES AGREE THAT:

- a) the students, while at the Operator's premises, shall be and remain students of the Institution and in no sense be considered employees of the Operator except where employment by the Operator is arranged separately;
- b) the Operator shall be solely responsible for the employment, working conditions and any liabilities arising from an employer-employee relationship with respect to their employees participating in the Institution Programs,
- c) they will cooperate in on-going evaluation of the work experiences of students in the Institution Programs;
- d) this agreement may be terminated by either party with notice, provided that such notice be given in writing and forwarded under prepaid registered post to the other party at its address given above; but such termination shall not affect the obligations of either party with respect to any act, omission or event which occurs prior to the end of the effective date of termination;
- e) this agreement shall be binding upon and endure to the benefit of the parties hereto and to their respective successors and assigns;
- f) this agreement will be reviewed annually and revised if necessary by mutual agreement;
- g) INDEMNIFICATION AND INSURANCE

i) Indemnification

The Institution agrees to indemnify and hold harmless the Operator, its officers, employees and agents for any and all claims, demands, actions, and costs that may arise out of the negligent acts or omissions of the Institution, its officers, employees, agents, and students, in the performance of their duties under this Agreement, unless such negligent acts or omissions are at the direction of or occasioned by the Operator, its officers, employees or agents.

The Operator agrees to indemnify and hold harmless the Institution, its officers, employees, students, and agents for any and all claims, demands, actions, and costs that may arise out of the negligent acts or omissions of the Operator its officers, employees, and agents in the performance of their duties under this Agreement.

ii) Insurance

- a) The Institution agrees to maintain Comprehensive Third Party Liability coverage in the amount of \$5,000,000. Proof of coverage shall be provided by the Institution upon request.
- b) The Operator agrees to maintain Comprehensive Third Party Liability in the amount of \$5,000,000. Proof of coverage shall be provided by the Operator upon request.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers duly authorized in that behalf, as of the date first above mentioned.

SEALED with the Corporate Seal of
The Name of Facility
in the presence of:

Name

Date

Title

SEALED with the Corporate Seal of
Name of Institution ,
in the presence of:

Name

Date

Title