

**THE UNIVERSITY OF BRITISH COLUMBIA  
STUDENT PLACEMENT AGREEMENT**

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**THIS AGREEMENT** (the "**Agreement**") is made between The University of British Columbia (the "**University**") and XYZ Physiotherapy Inc. (the "**Operator**") and witnesses that:

**Whereas:**

- A) the University conducts and operates public post-secondary educational facilities and offers the Program(s) (defined below);
- B) the Operator operates the Facility at the Facility's Location (defined below); and
- C) the University has arranged for certain students of the Program(s) (the "Students") to attend at the Facility for the purposes of training and learning experience (the "Facility Experience").

**NOW THEREFORE** 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. DEFINITIONS:**

1.1. In this Agreement, the terms below are defined as follows:

- a. "**Program(s)**" means Masters of Physical Therapy;
- b. "**Facility**" means see Schedule B;
- c. "**Facility's Location**" means see Schedule B, \_\_\_\_\_ ;
- d. "**Operator's Mailing Address**" means 1234 Main Street, Vancouver, BC, VVV 1234, Fax: 604-123-4567, Phone: 604-321-7654. Attn: Jane Smith, Manager;
- e. "**University's Mailing Address**" means Office of the University Counsel, 6328 Memorial Road, Vancouver, BC, V6T 1Z2. Attn: Associate University Counsel;
- f. "**Program Coordinator Contact**" means the University contact person for the applicable Program(s) whom the Operator and/or Facility should contact on matters pertaining to the Facility Experience of Students of such Program(s), as follows:  

Masters of Physical Therapy: Department of Physical Therapy, 1234 University Street, Vancouver, BC, VXZ 1234, Fax: 604-827-1234, Phone: 604-822-1234. Attn: Diane Simpson, Placement Coordinator;
- g. "**Commencement Date**" means September 25, 2014;
- h. "**Termination Date**" means September 24, 2019.

**2. TERMS AND CONDITIONS**

2.1. The University and the Operator agree to be bound by the Terms and Conditions outlined in Schedule A and by any Additional Terms and Conditions attached hereto as Schedule B.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**THE UNIVERSITY OF BRITISH COLUMBIA**

**OPERATOR**

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

**SCHEDULE A**  
**Terms and Conditions**

**1. TERM AND EFFECTIVE DATE**

- 1.1. Subject to earlier termination in accordance with section 7, the term of this Agreement is from the Commencement Date to the Termination Date (the “Term”).
- 1.2. Notwithstanding the date of execution, this Agreement shall take effect on the Commencement Date.

**2. PLACEMENT**

- 2.1. This Agreement applies to the Facility Experience of each Student who attends at the Facility’s Location.
- 2.2. The Operator and the University will set out in writing the specific terms applicable to the Facility Experience for a Student or a group of Students, including but not limited to:
  - (a) the specific dates for the Facility Experience for each student or group of students; and
  - (b) any specific experience, learning or performance objectives or expectations.

For clarity, the dates for the Facility Experience may be for a lesser period of time than the Term. The University is not obliged to continuously provide Students to the Operator for the duration of the Term or to provide any particular number of Students during the Term. However, the University and the Operator may set out in writing the maximum number of Students that the Operator is willing to accept during the Term or any part thereof. The University may substitute any particular Student for another Student for a Facility Experience at any time and from time to time up to the start date of the Facility Experience.

- 2.3. The Operator will make available to the Students such facilities, space, supplies and equipment for learning experiences at the Facility of a kind and standard reasonably required by the University and as the Operator may reasonably provide.
- 2.4. The Operator acknowledges that instructors or other representatives of the University will not be present at the Facility on a regular basis during the Facility Experience. The Operator will supervise the Students’ day-to-day activities during the Facility Experience while the student is at the Facility.

**3. STUDENTS**

- 3.1. The University represents and warrants that the Students participating in the Facility Experience have met the admission requirements of the Program(s).
- 3.2. If the Students are training for a profession governed by a professional regulator, the Operator acknowledges that the Students have not been admitted as registered professionals by the professional regulator and the Students may or may not have registered as students with the professional regulator. The Operator will assign to the Students tasks and responsibilities that are appropriate to the Students’ experience level and comply with the professional regulator’s rules governing students.
- 3.3. While at the Facility Experience, the Students remain students of the University and are not employees of the Operator or the Facility.

**4. STUDENT ASSIGNMENTS AND EVALUATION**

- 4.1. The Operator will consult with the University regarding the selection of assignments and times and days on which the Students participate in different aspects of the Facility Experience. Notwithstanding the foregoing, the Operator, acting reasonably, will make the final decision as to assignments and the days and times on which Students participate in different aspects of the Facility Experience.

- 4.2. The Operator and the University will arrange telephone conferences or e-mail consultation between the instructors of the University and the professional and ancillary staff of the Facility. Such meetings will be arranged as often as reasonably necessary for the discussion and interpretation of the educational program and learning objectives for specific Facility Experiences.
- 4.3. The Operator will provide to the University on-going evaluation of the Facility Experiences of the Students, including an assessment regarding the achievement, or lack thereof, of the specific experience, learning or performance objectives or expectations established for the Facility Experience under section 2.2(b), if any.
- 4.4. The Operator may, at any time and from time to time, give a verbal or written warning to a Student, reassign a Student to another client or task, suspend a Student's participation in the Facility Experience or otherwise intervene in those instances where a Student is performing in a manner which the Operator, acting reasonably, considers to be of potential danger to the well-being of the client or contrary to the Facility's regulations, rules, policies or procedures. The Operator will promptly notify the Program Coordinator Contact of any such action. If the circumstances are not urgent, the Operator will notify the Program Coordinator Contact prior to taking any such action and will consult with the appropriate University instructors or staff as to the most appropriate course of action.
- 4.5. If the Operator and the University are unable to resolve by consultation issues relating to any Student who fails to meet acceptable health or performance standards, as determined by the Operator acting reasonably and in accordance with commonly accepted standards in the profession, the Operator may require that such Student withdraws from the Facility Experience before the scheduled end date of the Facility Experience.

## **5. OBLIGATIONS OF THE OPERATOR**

- 5.1. During the Term, the Operator will:
  - (a) retain overall responsibility for the care, treatment and safety of all clients of the Facility;
  - (b) retain overall responsibility for the safety of equipment and general working conditions for the Students;
  - (c) maintain its normal professional, paraprofessional and other staff for operation of the Facility and delivery of its services without reliance on the Students to meet its staffing needs to perform its day-to-day operations including, where applicable, to provide care, treatment or safety of clients of the Facility;
  - (d) keep strictly confidential all information regarding the Students;
  - (e) be solely responsible for the employment, working conditions and any liabilities arising from an employer-employee relationship with respect to its employees involved in the Facility Experience; and
  - (f) comply with the additional obligations set out in Schedule B, if any.

## **6. OBLIGATIONS OF THE UNIVERSITY**

- 6.1. Prior to the commencement of a Facility Experience of a Student or group of Students, the University will:
  - (a) where requested by the Operator in writing, provide such Students copies of the Operator's and/or the Facility's written regulations, rules, policies and procedures, including but not limited to the Operator's and/or the Facility's policies regarding, where applicable, confidential information, patient information and/or medical records, as provided by the Operator and/or the Facility to the University, and inform the Students of their obligation to comply with such regulations, rules, policies and procedures as a condition of continuing participation in the Facility Experience;
  - (b) provide the Operator and/or the Facility with information about the Students as required for the purpose of the Facility Experience, subject to the requirements of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165;

- (c) take reasonable steps to ensure such Students are in suitable medical condition for participating in the Facility Experience; and
- (d) comply with the additional obligations set out in Schedule B, if any.

## **7. TERMINATION**

7.1. This Agreement may be terminated, subject to 7.2:

- (a) by written notice to the other party, if a party, in its sole discretion, determines that the performance of the terms of this Agreement are adversely affecting the education of the Students or, where applicable, the standard of patient or client care at the Facility; or
- (b) on at least 30 days written notice to the other party for any reason and without cause.

7.2. This Agreement will terminate upon the completion of the Facility Experience of the Students who commenced the Facility Experience prior to the notice being given, unless the parties agree to earlier termination.

## **8. INDEMNITY**

8.1. The University will indemnify and hold harmless the Operator from and against all liabilities, causes of action, losses, claims, damages, judgments, fines, penalties, charges, settlement amounts, costs, expenses and reasonable legal fees arising out of or relating to:

- (a) a breach of any representation, covenant or agreement in this Agreement by the University; or
- (b) any wrongful or negligent act or omission of the Student while participating in the Facility Experience where the Student was acting at the direction of the University or its instructors or its other representatives.

8.2. The Operator will indemnify and hold harmless the University from and against all liabilities, causes of action, losses, claims, damages, judgments, fines, penalties charges, settlement amounts, costs, expenses and reasonable legal fees arising out of or relating to:

- (a) a breach of any representation, covenant or agreement in this Agreement by the Operator; or
- (b) any wrongful or negligent act or omission of the Student while participating in the Facility Experience, except where the Student was acting at the direction of the University or its instructors or its other representatives.

8.3. The obligations of the University under section 8.1 and of the Operator under section 8.2 shall survive the termination for any reason of this Agreement, whether such termination is effected by the University or by the Operator, or upon the expiration of the Term.

## **9. INSURANCE**

9.1. The Operator will maintain insurance that would be carried by a prudent facility carrying on operations in similar circumstances as the Operator. Without limiting the generality of the foregoing, the Operator will obtain and maintain malpractice insurance and/or errors and omission insurance, as applicable. The Operator will provide to the University a certificate of insurance evidencing the Operator's coverage promptly upon request by the University.

9.2. The University will maintain general and professional liability insurance for a minimum of \$5,000,000.00 for any one occurrence. Where requested by the Operator in writing, the University will name the Operator as additional insured but only with respect to this Agreement, and shall include at least the following: insurance with respect to professional errors and omissions and academic services; products and completed operations; and general liability.

**10. GENERAL**

- 10.1. This Agreement is not assignable without prior consent of the other party.
- 10.2. This Agreement is binding on and enures to the benefit of the parties hereto and to their respective successors and permitted assigns.
- 10.3. If any term of this Agreement is not valid or cannot be enforced for any reason, such terms shall be severed and all other provisions will remain in full force provided that the original intent of this Agreement is preserved in all material respects.
- 10.4. This Agreement is governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the parties agree to bring any action arising out of or related to this Agreement in a court of British Columbia and the parties hereby submit to the exclusive jurisdiction of the courts of British Columbia and any courts competent to hear appeals therefrom.
- 10.5. This Agreement is to be read with all changes in number of Students as is required by context. Without limiting the generality of the foregoing, if only one Student is placed with the Operator during the Term, or any part thereof, this Agreement will be read so that references to more than one Student apply to only one Student.
- 10.6. Any notice required or permitted under this Agreement must be in writing and may be given by personal delivery, overnight courier, mail or facsimile transmission to the Operator at the Operator's Mailing Address, and to the University at the University's Mailing Address, both as set out on the first page of this Agreement. Notices given by personal delivery will be deemed to have been received on the date of the delivery. Notices given by overnight courier or facsimile transmission will be deemed to have been received on the day following the date of delivery. Notices delivered by mail will be deemed to have been received on the third day following the date of mailing.
- 10.7. This Agreement may be executed in counterparts and each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A counterpart signed by a party hereto and transmitted by facsimile or scanned into Portable Document Format (PDF) and transmitted by e-mail shall have the same effect as a counterpart originally signed by such party.

**SCHEDULE B**  
**Additional Terms and Conditions**

**Facility and Facility's Location:**

**Physiowellness Centre  
1234 Main Street  
Vancouver, BC VVV 1234**

**Physiowellness and Hand Clinic  
555 Broadway St.  
Vancouver, BC V6K 255**