**STUDENT PLACEMENT AFFILIATION AGREEMENT**

This is an Agreement BETWEEN:

**THE UNIVERSITY OF WESTERN ONTARIO**

(hereinafter called the "University")

- and –

**## PART A ##**

**## PART B ##**

**## PART C ##**

(hereinafter called the "Facility")

 IN THAT the University and the Facility have agreed to the designation of the Facility as a placement site for curriculum and optional non-curriculum education of Learners in programs of the Schulich School of Medicine & Dentistry at the University. For the purposes of this Agreement, the terms “Facility” and “Agency” shall be considered interchangeable. This Agreement shall apply for either practicum or project-based experiences. The Facility has agreed that appropriate and necessary Facility resources shall be available as required for learning, in consideration of the mutual agreements contained herein and other valuable consideration, including the continuing relationship of the parties, the University and the Facility agree as follows:

1. **COMMITMENTS TO EDUCATION**

The Facility recognizes that the purpose of its association with the University is to aid the University in meeting its mission, teaching responsibilities, social accountabilities, and commitment to the delivery of positive health outcomes.

1. **MAJOR RESPONSIBILITY OF FACILITY**

The University recognizes that the major responsibility of the Facility, insofar as it relates to the placement of Learners under this agreement, must always be the delivery of clinical care services in accordance with the Facility's mission. The University also recognizes that, in entering this agreement, the Facility is committing to its support of the University’s research initiatives. Any Facility resource may decline to participate in teaching activities.

1. **DEFINITIONS**
	1. "**Facility authorized officer**" shall include the Chief Executive Officer of the Facility or designate.
	2. "**Facility resources**" shall include patients and families, clients, general users (the "users") and services.
	3. "**Faculty**" used in the sense of an academic unit shall include any Faculty, School, or Department within the University for placing and/or assessing a Learner in a Facility for educational purposes.
	4. "**Learner**" shall be a duly registered medical or dental student (which includes, but is not limited to, an undergraduate medical or dental student, resident, postgraduate student, fellow or visiting student) of the Schulich School of Medicine & Dentistry at the University.
	5. "**Teacher**" shall mean teaching and/or supervisory staff members of the Facility who are responsible for the instruction, assessment and supervision of Learners placed under this Agreement.
	6. "**University authorized officer**" shall include any of a Dean, a department/division chair, program director, clerkship coordinators or any person so designated by either.
2. **LEARNERS**
	1. The University and the Facility have agreed to the designation of the Facility as a clinical learning placement site for Learners at the Schulich School of Medicine & Dentistry at the University. The Facility has agreed that appropriate resources and staff shall be made available (if possible) for teaching purposes.
	2. The Facility in concert with the Teachers will determine the number of Learners it will accept for a placement term. The Facility will provide such instruction, guidance, services and facilities as agreed to by the University authorized officer and the Facility authorized officer prior to the start of a placement term.
	3. The Facility with the Teachers will provide ongoing supervision of the Learners by qualified professional staff of the Facility during the placement term at the Facility and it will provide a safe workplace for the Learners.
	4. The Facility will not transfer Learners assigned to it in a particular site to a different site within the Facility, or to another Facility or clinical site, without prior approval of the appropriate Dean, department/division chair, program director, clerkship coordinator or their designates.
	5. The University and Facility will take necessary steps to ensure that the legal requirements of the Regulated Health Professions Act or the regulations that may be prescribed by other bodies or accreditation standards with respect to supervision of Learners and the clinical care of the Learners provide are observed.
	6. Where applicable, the Facility will ensure that there is a procedure that any orders, histories, physical assessments, progress notes, discharge notes, correspondence on out-patient or emergency room assessments or other documents written/dictated by any Learner on a patient’s chart be countersigned, as required in the Facility by-laws and provincial healthcare standards, by the Facility attending staff. Orders, histories, progress notes or other documents written by a postgraduate resident or fellow may not require countersignature.
	7. Learners will be bound by the following policies during the placement:
		1. The Facility’s policies and by-laws that are relevant to the Learner’s activities during the Placement, which the Facility will provide to the Learner in a timely manner in advance of starting the placement.
		2. All University policies that apply to Learners at the University, including but not limited to academic and research policies relating to Learner conduct all applicable Code of Conduct(s) and Charter on Medical/Dental Professionalism.
3. **TEACHERS**
	1. Teachers and Faculty members at the placement Facility shall consist of those professional staff members of the Facility who are identified for teaching and/or supervisory duties by the Facility pursuant to this Agreement. The Facility shall designate as Teachers only those staff members who are in good standing in their respective professional associations, where appropriate, and who are qualified in their particular discipline in accordance with any relevant legislation. The Facility shall advise the University of those Teachers that are not in good standing or under investigation*.*
4. **HEALTH AND SAFETY**
	1. The Facility shall take measures to ensure the safety of Learners (and if, applicable, on-site faculty members) while at the Facility. Such measures shall include safety instruction; Personal Protective Equipment and providing protective clothing (scrubs, gowns, masks, gloves) and safety devices to Learners and on-site faculty members in those areas where the Facility normally provides them for its own staff or physicians. The Facility will provide change rooms and/or lockers for Learners pertaining to areas where special precautions are required by Facility regulations for safe storage of belongings for that day.
	2. The Facility is responsible for providing a safe working environment for Learners, On-Site Faculty and University Staff at the Facility. The Facility shall take reasonable measures to ensure Learner safety at all times while at the Facility, particularly considering hazards such as environmental toxins, exposure to infectious agents transmitted through blood or fluid, radiation, and potential exposure to violence from patients or others.
	3. Learners are required to comply with applicable health requirements and regulations of the University or regulatory bodies before the start of a placement at the Facility. The Facility shall inform the University of any specific health requirements and the University shall inform Learners.
	4. The University and the Facility agree to comply with all applicable human rights legislation and other applicable rights and equity legislation in Ontario and Canada.
	5. In the event that a complaint is made either by or against a Learner while at the Facility, the Facility shall notify the University’s authorized officer as soon as possible after receipt of the complaint, and the parties shall discuss how to proceed, which shall normally be as set out below in clauses 6.05.1 and 6.05.2. The parties’ discussion will include any measures, interim or otherwise, that need to be taken to allow the placement to continue or to withdraw the Learner from the placement.
		1. If the respondent to a complaint is (or if all respondents are, in the case of multiple respondents) employed by the Facility and no respondent is a member of the University community, the complaint shall be handled by the Facility in accordance with its policies and procedures. In such a case, the Facility will promptly provide the University authorized officer with the relevant information, subject to privacy considerations, and with access to the relevant policies and procedures, and furthermore will inform the complainant(s) of his/her/their right to access applicable University resources for assistance. The Facility will notify the University’s authorized officer of the outcome of the complaint including the rationale for the outcome.
		2. If the respondent to a complaint is (or if all respondents are, in the case of multiple respondents) a Learner the complaint shall be handled by the University in accordance with its policies and procedures. In such a case, the Facility will cooperate with the University including providing the University with access to the Facility’s employees and others over whom it has legal authority in order to investigate and resolve the complaint.
		3. If there are multiple respondents some of whom are employed by the Facility and some of whom are members of the University community, the parties will determine the most appropriate process to follow.
5. **INDEMNIFICATION**
	1. The University shall indemnify, defend and hold the Facility, its directors, employees, agents, servants and volunteers harmless from all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings that are based upon or arising out of any act or omission, error, deed or other matter on the part of the University, its Learners, faculty, employees, servants or agents arising out of this Agreement, excepting always liability arising from the independent negligence of the Facility or its staff.
	2. The Facility shall indemnify, defend and hold the University, its directors, employees, agents, servants and volunteers harmless from all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings that are based upon or arising out of any act or omission, error, deed or other matter on the part of the Facility, its directors, employees, servants, volunteers or agents arising out of this Agreement, excepting always liability arising from the independent negligence of the University or its staff.
6. **INSURANCE**
	1. Each party covenants and agrees to maintain commercial general liability insurance, including medical malpractice insurance or professional liability insurance, with limits of at least $5,000,000.00 inclusive per occurrence protecting against liabilities arising from acts done in pursuance of this Agreement. Each of the parties shall, at the written request of the other, provide evidence of coverage as provided for in this clause.
	2. Where applicable, the University will ensure that all Learners that are Residents and Fellows are, for the entire duration of their placement at the Facility, enrolled with the Canadian Medical Protective Association (“CMPA”) or other equivalent medical liability insurance for malpractice insurance coverage. The University will advise these Learners that they must provide proof of such CMPA or equivalent insurance enrollment to the Facility upon request.
7. **PRIVACY**
	1. The parties agree that during the course of this Agreement, they may have access to proprietary and confidential information belonging to the other, which may include, but is not limited to, information that reveals trade secrets, scientific, technical, commercial, financial or labour relations information, revenue figures, budgets, Intellectual Property, strategies and objectives (collectively referred to as “Confidential Information”). Each party agrees to take reasonable steps to keep such Confidential Information confidential, not to use the Confidential Information for any purpose other than the fulfillment of the terms of this Agreement, not to disclose the Confidential Information of the other to third parties, and to take all reasonable steps to ensure that its employees do not disclose the Confidential Information. Each party shall return all copies of any Confidential Information provided to it by the other, upon request.
	2. Both parties will comply with any applicable legislation with respect to privacy. The parties acknowledge that the University is bound by the Freedom of Information and Protection of Privacy Act (FIPPA).
	3. In addition, the Facility is a health information custodian subject to the Personal Health Information Protection Act, 2004. Both parties will ensure Learners strictly observe patients’ privacy and the responsibility to preserve confidentiality with respect to patients’ personal health information.
	4. The University will ensure that, prior to their placement with the Facility, all Learners have completed privacy training specific to the Personal Health Information Protection Act, 2004.
	5. If a party becomes aware of any unauthorized use or disclosure of personal information or other confidential information provided to it by the other party, it will notify the other party immediately and take immediate steps to remedy the breach. The parties will work collaboratively to identify the cause of the breach, identify the affected information, assess the consequences of the breach, undertake and implement possible mitigation measures for the breach such as assistance in recovering lost or disclosed information and determining appropriate measures to prevent the recurrence of such a breach in a manner that recognizes the parties’ obligations under relevant legislation.
	6. The parties agree that they will share with each other information about the Learners necessary to implement this Agreement. The Facility will ensure that personal information about Learners and on-site faculty members that the University provides to it will be used or disclosed only for the purposes for which it was given to the Facility and will not be disclosed to any other person without the express written permission of the University, Learner, or on-site faculty member as the context applies.
		1. Without limiting the generality of the foregoing, the Facility shall not disclose to third parties any assessments or evaluations of Learner performance prepared for the University by the Facility.
8. **ORGANIZATION OF PLACEMENTS**
	1. All details of individual placements at the Facility shall be agreed upon by the Facility and the Schulich School of Medicine & Dentistry before the start of the placement term. Such details will ordinarily include the following: the number of Learners who will be accepted by the Facility for a placement term; the nature and objectives of the placement; the manner of evaluation of Learner performance; facilities and services available to the Learner at the Facility; and rules relating to code(s) of conduct at the placement site.
	2. Any such agreements reached pursuant to section 10.01 shall be subject to the provisions of this Agreement and shall not derogate from, nor be interpreted in such a manner as to derogate from, the provisions of this Agreement. Without limiting the generality of the foregoing, such subsidiary agreements may not alter, amend or otherwise affect the provisions of sections 4.00, 5.00, 6.00, 7.00, 8.00 and 9.00 of this Agreement. In the event of any conflict or inconsistency between a subsidiary agreement and this Agreement, the provisions of this Agreement shall govern.
	3. The Facility will inform the University prior to the commencement of any Placement of any requirements for police reference checks, production of immunization records and so on. The University will inform the Learners and any on-site faculty members of such requirements and the Learners and on-site faculty members will be responsible for providing disclosure of the results to the Facility.
9. **NATURE OF CONTRACTUAL RELATIONSHIP**
	1. The contractual arrangement created hereunder shall not, under any circumstances, constitute a partnership, employment agreement or joint venture between the parties nor shall any agency relationship arise as a consequence of this Agreement.
10. **AMENDMENT AND TERMINATION**
	1. This Agreement shall come into force on the date on which it is executed by both parties, and supersedes any former agreements dealing or purporting to deal with the placement of Learners at the Facility.
	2. Either party may terminate this Agreement if the other party is in breach of a material term or condition of this Agreement and such breach is not cured within fourteen (14) calendar days of receipt of written notice of such breach. The termination shall take effect at the expiry of the fourteen (14) day period or such other later time as indicated by the non-defaulting party.
	3. Either party may terminate this Agreement for any reason whatsoever on 90 days’ written notice to the other party.
	4. Notwithstanding the expiry or earlier termination of this Agreement, except due to a breach of a material term or condition by the University as set out in section 12.02, the parties shall continue to perform their obligations under this Agreement to the extent necessary so that any students may complete any practicum placement already taking place.
	5. The Facility shall, in addition to any other rights it may have and after consulting with the University, have the right to:
		1. Terminate the practicum placement of any Learner if, in its sole discretion, a Learner’s performance is unacceptable with the result that client service is compromised, OR
		2. Suspend this agreement and/or the practicum placement of any Learner in the event of circumstances beyond the control of the Facility, such as a community disaster, labour disruption, fire or other situation where such circumstances would interfere with the Facility’s obligation under this Agreement. Once such circumstances have ended, the Facility shall permit the Learner(s) affected by the interruption to return as soon as possible to complete the placement.
		3. In the event that the Learner whose placement is being terminated is a postgraduate Resident or Fellow, any termination must be in accordance with the terms of the Professional Association of Residents of Ontario – Council of Academic Hospitals of Ontario (PARO – CAHO) agreement and consistent with any conditions outlined in the Facility’s bylaws.
	6. This Agreement may be amended only with the consent in writing of both parties.
11. **STATUTORY CONFLICT**
	1. This Agreement shall comply with all the laws and regulations of Canada and the Province of Ontario and if a conflict arises between the provisions of this Agreement and such laws or regulations, this Agreement shall be deemed to be amended in such manner and to such extent as is required to comply with such laws or regulations.
12. **GENERAL**
	1. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective legal successors and assigns.
13. **ASSIGNMENT**
	1. No assignment of this Agreement or of any rights created under it by either party shall be valid without the written consent of the other party.
14. **USE OF NAME**
	1. The Facility shall not use the names “Western” or “Western University” or the name of any school or division thereof, or any logo or insignia of the University or of any school or division thereof, or otherwise identify the University or any school or division thereof in any form of publicity or disclosure without the prior written consent of the University, which consent may be withheld or granted by the University in its complete and uncontrolled discretion at any time or times. Any request for any such name use shall be directed to the Office of the University Legal Counsel at Western University.
15. **NOTICE**
	1. Any Notice which may be given under this Agreement shall be delivered in person or sent by prepaid registered mail and shall be addressed in the case of the Facility to:

**## PART D ##**

and in the case of the University to:

Office of the University Legal Counsel

University of Western Ontario

1151 Richmond Street

Stevenson Hall, Room 3107

London, ON N6A 3K7

* 1. Any such Notice shall be conclusively deemed to have been given or made on the day which it was delivered or if mailed, one calendar week following the day of mailing.
1. **COUNTERPARTS**
	1. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

To show their acceptance of the provisions of this Agreement, the duly authorized corporate signing officers of each of the parties have signed below.

**THE BOARD OF GOVERNORS**

 **THE UNIVERSITY OF WESTERN ONTARIO**

Per\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Florentine Strzelczyk, Provost & Vice-President (Academic)

Per\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amy Bryson, University Secretary

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\* I have the authority to bind the University**

**## PART E ##**

Per\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **## PART F ##**

Per\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **## PART F ##**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\* I have the authority to bind the Facility**