

STUDENT PLACEMENT AGREEMENT

This Agreement dated this _____ day of _____, _____.

Between

THE BOARD OF GOVERNORS OF THE

<<Name of Educational Institution>>

(hereinafter referred to as the "Educational Institution")

- and -

ALBERTA HEALTH SERVICES

a regional health authority created pursuant to
the Regional Health Authorities Act
R.S.A. 2000, c.R-10
(hereinafter referred to as the "AHS")

WHEREAS AHS administers and operates certain health care facilities, community programs and community services in Alberta, and has a statutory obligation to promote and protect the health of the population in Alberta;

AND WHEREAS the Educational Institution requires the sites/facilities of AHS for the Placement of Students registered in an Educational Program as defined within this Agreement;

AND WHEREAS AHS is committed to provide Placement opportunities for Students in both clinical and non-clinical Education Programs as may be arranged from time to time by the Parties in accordance with this Agreement;

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) **“Affiliate”** means affiliate as defined in Section 1(1)(a) of the HIA.
- (b) **“Agreement”** means this agreement, all schedules attached to this agreement, and all written amendments related to this agreement signed by both Parties.
- (c) **“AHS Policies”** include both clinical and corporate policies, bylaws, directives, regulations, and guidelines, codes of conduct, rules, systems and procedures of:
 - (i) the former Alberta Mental Health Board, AADAC, Alberta Cancer Board, Aspen Health Region, Calgary Health Region, Capital Health Region, Chinook Health Region, David Thompson Health Region, East Central Health Region, Northern Lights Health Region, Palliser Health Region, and Peace Country Health Region policies remaining in effect during the Term; and
 - (ii) AHS as adopted on or after April 1, 2009.
- (d) **“AHS Representative”** means the person(s) referred to in Section 3.2(a).
- (e) **“Business Day”** means any weekday that is not a statutory holiday in the Province of Alberta.
- (f) **“Confidential Information”** means all information:
 - (i) any Party-related information, material, documents, data, trade secrets in whatever form and whether given directly or indirectly, in writing or orally or by inspection of processes and including but not limited to information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature, or relating to the business or operations of the Party;
 - (ii) all health information as defined in the *Health Information Act* (Alberta) and all personal information as defined in the *Freedom of Information and Protection of Privacy Act* (Alberta), acquired by a Party, its Governors, directors, officers, employees, contractors, agents or Students as a result of entering into this Agreement; and
 - (iii) all Student and academic information as in the *Post-Secondary Learning Act* (Alberta) and all personal information as defined in the *Freedom of Information and Protection of Privacy Act* (Alberta), acquired by a Party, its Governors, directors, officers, employees, contractors, or agents as a result of entering into this Agreement.
- (g) **“Consent”** means prior written consent.
- (h) **“Educational Institution Representative”** means the person(s) referred to in Section 3.3(a).
- (i) **“Educational Program”** means any of the Educational Institution’s clinical and non-clinical programs of study which require a Student to complete a Placement, and may require an Instructor to participate in the Placement.
- (j) **“Effective Date”** means the date that appears on the first page of this Agreement and is the date on which this Agreement takes effect and becomes enforceable provided the Parties to this Agreement have affixed their signature.
- (k) **“Fitness to Practice”** means the physical, mental and emotional capacity to practice safely in accordance with the Placement.
- (l) **“FOIPP”** means the *Freedom of Information and Protection of Privacy Act* (Alberta).

- (m) **“Force Majeure”** means circumstances and conditions beyond the control of the Party affected which render it impossible for that Party to fulfill its obligations under this Agreement or which will substantially delay such fulfillment. Force Majeure shall include, but not be limited to, war, acts of God, a foreign enemy, civil war, earthquake, flood, fire or other natural physical disaster, change in government policy or legislation or other matters similar in nature or severity to the herein mentioned. Without limiting the generality of the foregoing, an event of Force Majeure does not include a pandemic or similar form of epidemic or, for greater certainty, financial hardship, a change in government policy, legislation or administration that simply makes the performance of the affected Party’s obligations under this Agreement more difficult but does not render it impossible for that Party to fulfill its obligations under this Agreement or substantially delay such fulfillment.
- (n) **“HIA”** means the *Health Information Act* (Alberta).
- (o) **“Instructor”** means
 - (i) one or more Instructors identified as such in Section 3.3(b)(iii) participating in the Placement to include those engaged by and under the employment or direction of the Educational Institution to provide services for the Educational Institution for Students registered in the Educational Program, or
 - (ii) an employee of AHS thereby deemed to meet all AHS employment requirements to include but not limited to that which is required under Sections 3.6 and 3.7 of this Agreement, or
 - (iii) a Practitioner for who is governed by applicable AHS medical staff bylaws.
- (p) **“Losses”** means any and all claims, actions, demands, losses, damages, liabilities, penalties, fines, environmental liabilities, costs and expenses (including legal fees on a solicitor and his or her own client basis), including claims for injury to or death of persons whomsoever and for damage to, loss of or destruction of property whether that of the indemnifier, the indemnified or a third party.
- (q) **“Party”** means AHS or the Educational Institution and **“Parties”** means AHS and the Educational Institution, or their respective successors or assigns, as the context requires.
- (r) **“Placement”** means the practicum placement of a Student with AHS for the purpose of fulfilling the practical component of the Educational Program.
- (s) **“Police Information Check”** means that which is defined within the Canadian Police Information Centre’s Policy on the Dissemination of Criminal Record Information for which the policy is based on the Ministerial Directive Concerning the Release of Criminal Record Information by the Royal Canadian Mounted Police.
- (t) **“Practitioner”** means a physician, dentist, oral & maxillofacial surgeon, podiatrist, or a scientist leader, who has an AHS medical staff appointment and has been granted privileges by AHS.
- (u) **“Student”** means, subject to Section 3.1(b), one or more students as identified in the list required pursuant to Section 3.3(b)(iii) and registered in the Educational Program participating in the Placement and excludes post graduate medical residents, fellows, or any other Student who receives a wage or salary directly from AHS.
- (v) **“Term”** means the Term as defined in Section 2.1.

1.2 Headings

The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.3 References

- (a) Every reference to a Schedule is a reference to a schedule attached to this Agreement unless otherwise specifically stated in this Agreement.
- (b) If any day on which an action is required to be taken in accordance with this Agreement is not a Business Day and such action has not been taken prior to the day on which the action is required to be taken, it must be taken on the next day which is a Business Day.
- (c) All references to sums of money in this Agreement are deemed to be references to Canadian currency.
- (d) Any reference to a statute includes and is deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force, from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statutes referred to or the regulations made pursuant thereto.

1.4 Governing Law

This Agreement shall be construed and interpreted by the laws in force in the Province of Alberta. The Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta for any disputes arising between the Parties.

1.5 Severable Provisions

If any provision of this Agreement is determined to be illegal, invalid or unenforceable in whole or in part, such provision shall be severed from this Agreement and shall not affect the legality, validity or enforceability of the remainder of this Agreement unless to do so would affect the entire intent and purpose of this Agreement.

1.6 Entire Agreement

This Agreement sets forth the complete understanding of the Parties with respect to its subject matter and supersedes all written or oral agreements, proposals, negotiations, and representations made prior to its execution.

ARTICLE 2

TERM, TERMINATION AND SUSPENSION

2.1 Term

The Term of this Agreement shall commence on the Effective Date and be indefinite unless earlier terminated in accordance with the provisions of this Agreement. For the purpose of ensuring that this Agreement is reviewed for ongoing relevancy and currency, this Agreement shall be reviewed by the Parties in the fifth (5th) year from its Effective Date and every five (5) years thereafter.

2.2 Termination

- (a) Either Party may, at any time, terminate its participation under this Agreement by
 - (i) having first provided the other Party one (1) year's written notice of termination, and
 - (ii) the Parties have discussed the implications of such termination, and
 - (iii) have established a transition plan, if applicable.
- (b) Any dispute with respect to termination pursuant to this Section 2.2 shall be resolved in accordance with Section 2.6.
- (c) Following termination the Parties shall be relieved of all further obligations with respect to the Agreement, except those expressly set out in this Agreement as surviving the expiration of the Term.

- (d) Notwithstanding the foregoing, any Student in Placement at the time such notice of termination is given shall be entitled to complete the Placement pursuant to the terms and conditions of this Agreement.

2.3 Suspension and/or Termination of Placement

- (a) If for any reason a Student is no longer registered in the Educational Program, the Student's Placement shall terminate on the date which the Student's registration in the Educational Program is terminated.
- (b) The Educational Institution may suspend and/or terminate a Student's Placement at any time with written notice to AHS if it is reasonably of the view that, despite both Parties having discussed with each other and having provided reasonable opportunity for remediation, the Student continues to perform below acceptable academic standards or in a manner that is deemed unprofessional or demonstrates unsafe work practice.
- (c) AHS may remove a Student at any time with written notice to the Educational Institution if it is reasonably of the view that, despite both Parties having discussed with each other and having provided reasonable opportunity for remediation, the Student continues to perform in a manner that is deemed unprofessional or demonstrates unsafe work practice.
- (d) Either Party may remove and/or suspend a Student's Placement at any time without prior notice if it determines in its sole discretion that a clear and present need necessitates such action in order to immediately preserve the health and safety of its patients and all others or for the protection of its property. Any dispute arising from such action shall follow the dispute resolution process as outlined in Section 2.6 of this Agreement.

2.4 Removal of Instructor

- (a) AHS may request the removal of any Instructor or Educational Institution Representative from an AHS facility with respect to the Instructor's or Educational Institution Representative's role in fulfilling Placement obligations if it is reasonably of the view that, despite both Parties having discussed with each other and having provided reasonable opportunity for remediation, such individual is performing below acceptable standards or in a manner which is deemed unprofessional or demonstrates unsafe work practice.
- (b) AHS may remove any Instructor or Educational Institution Representative at any time without prior notice if it determines in its sole discretion that a clear and present need necessitates such action in order to immediately preserve the health and safety of its patients and all others or for the protection of its property.

2.5 Termination for Breach

- (a) Either Party may at any time terminate this Agreement with written notice to the other Party on the happening of:
 - (i) the bankruptcy, insolvency, winding-up or dissolution of the other Party; or
 - (ii) a breach of this Agreement by the other Party that is not otherwise specifically addressed in this Agreement, including without limitation a breach of any warranty, representation or covenant set out in this Agreement, that continues for more than ten (10) days after written notice of such breach is given to the defaulting Party by the Party not in default.

2.6 Dispute Resolution

- (a) The Parties agree that they shall attempt to resolve all disputes arising under this Agreement through negotiation between the individuals involved who have the authority to implement the resolution of any such dispute. The resolution of any dispute between the Parties shall be consistent with and shall operate so as to support the objectives of this Agreement.
- (b) In the event of a dispute, upon the written request of either Party, the AHS Representative and the Educational Institution Representative shall meet and negotiate in good faith without

the necessity of any formal proceedings. The Parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after the expiration or termination of this Agreement, which touches upon the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the Parties or any matter arising out of, or in connection with this Agreement, promptly and in a professional and amicable manner.

- (c) In such a case where a dispute remains unresolved after sixty (60) days of being referred to the AHS Representative and the Educational Institution Representative for negotiation or resolution then the matter shall be referred for negotiation or resolution to the authority under which this Agreement was made, in the case of AHS the Executive Vice President, People and Partners, and in the case of the Educational Institution the next highest senior executive.

If the dispute remains unresolved after thirty (30) days of such referral, then the matter shall be referred for negotiation or resolution to the chief executive officer or president, as the case maybe, of each of the Parties.

If the dispute still remains unresolved after thirty (30) days of referral to the chief executive officer or president, then either Party may initiate arbitration of the dispute pursuant to the provisions of the *Arbitration Act* (Alberta).

2.7 Force Majeure

- (a) Delay in, or failure of, a Party to carry out the duties, undertakings or obligations imposed on the Party pursuant to this Agreement shall not be deemed to be a breach under this Agreement if such delay or failure results from an event of Force Majeure.
- (b) In every case the Party alleging a Force Majeure event shall take reasonable action and undertake necessary measures to resume as soon as possible, the performance of its duties, undertakings and obligations under this Agreement affected by the Force Majeure event. Neither Party shall be liable for failure to perform any of its obligations under this Agreement, if and to the extent its performance is prevented, hindered or delayed by a Force Majeure event. The occurrence of a Force Majeure event shall not release the affected Party from its obligations hereunder, but shall merely suspend the performance of any obligation so prevented, hindered or delayed during the period of continuance of the Force Majeure event.

ARTICLE 3 THE PLACEMENT

3.1 The Placement

- (a) The Placement shall include those arrangements made between AHS and the Educational Institution to permit the Student, and if applicable, Instructor to participate in the Placement. In consultation with the Educational Institution, AHS will make all reasonable efforts to accommodate requests for Placement made by the Educational Institution in accordance with this Agreement.
- (b) AHS agrees that in the case of Placement of medical and dental students, such Placement shall be established and arranged by the Educational Institution, and that AHS shall permit such Placement without further request provided the Placement is with a Practitioner(s).
- (c) For the purposes of the Placement, access to any site/facility owned and operated by AHS where the responsibility and accountability for the provision and administration of health care is that of AHS, and where it is accepted by AHS to permit the Student of the Educational Institution to complete a Placement will, be considered.

3.2 AHS Representative

- (a) For the purpose of this Agreement and in accordance with this Agreement alone, the AHS Representative will be designated or identified by the office of the Executive Vice President,

People and Partners. AHS will identify for the Educational Institution those persons named as AHS Representative who will be responsible for working collaboratively and communicating regularly throughout the Placement with the Educational Institution Representative.

- (b) The AHS Representative shall have the following responsibilities:
- (i) identify and determine for the Educational Institution areas accessible for the Student and if applicable, Instructor for the purpose of the Placement in accordance with the provisions of this Agreement;
 - (ii) identify and determine for the Educational Institution the AHS resources available to the Student and if applicable, Instructor;
 - (iii) subject to Section 3.1(b), in working with the Educational Institution Representative and on behalf of AHS make all reasonable effort to accommodate the number of Students and if applicable, Instructors requesting Placement.
 - (iv) subject to Section 3.1(b), receive from the Educational Institution Representative a list of Students by name, who have met the necessary requirements as outlined in Article 3 and Article 4 of this Agreement for whom the Educational Institution is requesting a Placement;
 - (v) subject to Section 3.1(b), make all reasonable effort to confirm for the Educational Institution those Students for whom a request for Placement has been granted and the AHS site/facility at which each Student will complete the Placement at the earliest possible time;
 - (vi) to the extent permitted by applicable laws, by-laws, AHS Policies, rules and regulations (including the right of patients in AHS to confidentiality), provide the Student with the Confidential Information necessary to meet Placement objectives;
 - (vii) to the extent permitted by applicable laws, by-laws, AHS Policies, rules and regulations, receive from the Educational Institution the pertinent Confidential Information of the Student and Instructor in accordance with the requirements as outlined in Article 3 and Article 4 of the Agreement;
 - (viii) as requested by the Educational Institution Representative, provide advice with respect to the Educational Program or the Placement or both;
 - (ix) make information provided by the Educational Institution regarding the Educational Program available to appropriate AHS staff;
 - (x) work collaboratively and respectfully with the Educational Institution and the Educational Institution Representative to make all reasonable efforts to ensure a positive, quality learning environment and experience for the Student; and
 - (xi) work collaboratively and respectfully with the Educational Institution Representative to resolve any dispute between the Parties within sixty (60) days of the dispute becoming known to either the AHS Representative or Educational Institution Representative and report any unresolved dispute between the Parties to the Executive Vice President, People and Partners.

3.3 The Educational Institution Representative

- (a) For the purpose of this Agreement and in accordance with this Agreement alone, the Educational Institution Representative(s) will be designated or identified by an authority of the Educational Institution and will be responsible for working collaboratively and communicating regularly throughout the Placement with the AHS Representative.
- (b) The Educational Institution shall have the following responsibilities:
- (i) subject to Section 3.1(b), make all reasonable effort to communicate and discuss Placement requirements with the AHS Representative in advance of any Placement;

- (ii) take all reasonable precautions to ensure that the Educational Institution and the Student meet the expectations and responsibilities outlined in the AHS standard noted in Schedule A of this Agreement pertaining to Student immunization requirements;
- (iii) subject to Section 3.1(b), provide the AHS Representative a list of Students by name, and if applicable, Instructors who have met the necessary requirements as outlined in Article 3 and Article 4 of the Agreement for whom the Educational Institution is requesting a Placement at an AHS site/facility;
- (iv) subject to Section 3.1(b) and pursuant to Section 3.2(b), take all reasonable steps to ensure that only those Students, and if applicable, Instructors who have been approved for the Placement, and no more than the approved number of Students, and if applicable, Instructors are present in the designated areas for the Placement during the times designated for the Placement;
- (v) to the extent permitted by applicable laws, by-laws, Educational Institution Policies, rules and regulations, present to the AHS Representative pertinent Confidential Information of the Student and Instructor for audit purposes to ensure compliance with the necessary requirements as outlined in Article 3 and Article 4 of the Agreement;
- (vi) be responsible for explaining and interpreting the Educational Program to AHS staff;
- (vii) make all reasonable efforts to take all precautions necessary or expedient to ensure that the Student has the necessary education and preparation prior to participating in the Placement to prevent the Student having any harmful effects on patients assigned to the Student's care including causing no interruption to therapeutic care;
- (viii) take all reasonable steps to ensure that the Student is informed of the requirements regarding the health of direct caregivers pursuant to the applicable AHS Policies;
- (ix) fully inform the Student, and if applicable Instructor, as to the requirement of confidentiality and a signed statement thereof, with respect to patient information in compliance with applicable laws and AHS Policies in effect from time to time;
- (x) only permit the dissemination, publication, or copyright of any clinical research or patient information or data obtained pursuant to this Agreement with the Consent of AHS;
- (xi) if for the purpose of the Placement the Student is not preceptored, be responsible for the supervision of the Student while on AHS premises;
- (xii) work collaboratively and respectfully with AHS and the AHS Representative, to make all reasonable efforts to ensure a positive, quality learning environment and experience for the Student; and
- (xiii) work collaboratively and respectfully with the AHS Representative to resolve any dispute between the Parties within sixty (60) days of the dispute becoming known to either the AHS Representative or Educational Institution Representative. The Educational Institution Representative has the responsibility to report any unresolved dispute between the Parties to the appropriate Educational Institution authority under which this Agreement is made.

3.4 Manner

- (a) The Educational Institution and AHS shall each reasonably ensure that each of them, and each of their applicable employees, contractors, agents, Students and if applicable, Instructors shall in performing their duties under this Agreement:
 - (i) act honestly, skillfully, and in a competent, respectful and professional manner, and perform their respective obligations diligently, expeditiously and efficiently;
 - (ii) comply with all applicable federal and provincial laws and regulations;

- (iii) comply with all applicable bylaws, guidelines, regulations, codes of conduct, policies and directives required by all professional organizations of which they are a member;
 - (iv) comply with all applicable AHS Policies and standards as set out in Schedule A; and
 - (v) disclose to each other any information concerning the performance and actions of the Student and Instructor that may come to their attention.
- (b) The Educational Institution is responsible to be aware of the requirements set out in AHS Policies and standards as listed in Schedule A.
 - (c) AHS will provide to the Educational Institution the most current copies of those AHS Policies and standards listed in Schedule A and any other current AHS Policies and standards that are pertinent to the Placement, and any revised versions of those AHS Policies and standards as they become available throughout the Term of the Placement annually and as often as required or requested by the Educational Institution.

3.5 Collection, Use and Disclosure of Personal Information from Students and Instructors

- (a) The Educational Institution shall obtain from the Student and Instructor written consents for the collection, use and disclosure of personal information as may be required under this Agreement. This documentation will be subject to the Educational Institution's protocols/policies respecting the management of student records.
- (b) The Educational Institution confirms and agrees that at any time during the Term of this Agreement, on reasonable prior notice, the AHS Representative shall have the right to request and be provided with the pertinent information and records of Students and, if applicable Instructors, to ensure compliance with Sections 3.3(ix) (confidentiality) 3.6(b) (pertinent personal immunization documentation) and 3.7 (Police Information Check) of the Agreement. Upon such request, the AHS Representative is entitled to only those records for Students for whom the Educational Institution has requested a Placement, or are currently on Placement, or have completed a Placement within the current academic school year and, if applicable Instructors for whom participated in a Placement.

3.6 Health of Students and Instructors

- (a) For the purpose of the Placement, the Student and Instructor must present and maintain Fitness to Practice throughout the term of the Placement. Notwithstanding, the Educational Institution and AHS will advise each other of such Student or Instructor who do not present and maintain Fitness to Practice.
- (b) In accordance with the AHS standard noted in Schedule A of this Agreement, the Educational Institution shall ensure it meets all its responsibilities as outlined in the standard with respect to Student immunizations. As well, the Educational Institution shall inform all Students and Instructors of their responsibilities in accordance with this standard.
- (c) At the request of the Educational Institution, AHS may conduct a risk assessment for such Student or Instructor who does not meet the immunization requirements of the AHS standard in Schedule A of this Agreement to determine whether to permit, delay, restrict, or deny the Student's or Instructor's access to AHS sites or facilities. The AHS Representative will advise the Educational Institution of the determination.
- (d) The Educational Institution is not required to ensure all pertinent personal immunization documentation from the Instructor has been assessed in accordance with this standard for the purpose of the Placement if the Instructor is also an employee of AHS or is a Practitioner.

3.7 Police Information Check

- (a) The Educational Institution will inform the Student and Instructor of the requirement that each provide to the Educational Institution a Police Information Check, as is required by AHS for the purpose of permitting a Placement, and if the Student or Instructor be in a position of trust or authority toward the patients or clients of AHS at any time during a Placement, the

- Educational Institution will inform the Student and Instructor that the Police Information Check must include a vulnerable sector search.
- (b) The Student and Instructor are only required by AHS to provide the Educational Institution with a Police Information Check one time, provided the Student maintains enrolment in the Educational Program, and the Instructor maintains employment with the Educational Institution with no lapse of more than two (2) consecutive full terms. The Educational Institution is not required to ensure a Police Information Check is completed by the Instructor for the purpose of the Placement if the Instructor is also an employee of AHS.
 - (c) The Educational Institution will determine the date of collection for Police Information Checks to be some time prior to the commencement of the first Placement for the Student and Instructor.
 - (d) The Educational Institution will ensure that it only accepts from Students and Instructors Police Information Checks whereby the date on the Police Information Check is not more than ninety (90) days prior to the date of collection and should specify the purpose for the Police Information Check request as “a Student/Instructor Placement with a healthcare organization”.
 - (e) The Educational Institution will advise the Student and Instructor that should a Police Information Check disclose the existence of a criminal record or any other police information, the Educational Institution will
 - (i) provide to the AHS Representative the name of the Student or Instructor and confirm the Student’s enrollment in the Educational Program or the Instructor’s employment with the Educational Institution as described in Article 3.7(b) of this Agreement, and
 - (ii) provide to the AHS Representative the Student or Instructor’s original Police Information Check, or direct the Student or Instructor to provide the original Police Information Check to the AHS Representative.
 - (f) Where a Police Information Check obtained from the Royal Canadian Mounted Police (RCMP) shows any one or more boxes checked off indicating that information “may or may not exist”, the Educational Institution will direct the Student or Instructor to
 - (i) follow up with the RCMP to obtain original documentation showing the absence or existence of a criminal record or any other police information, and
 - (ii) provide this follow up documentation to the Educational Institution along with the Police Information Check.
 - (g) Upon AHS receiving an original Police Information Check and any additional information required by AHS, AHS will conduct a risk assessment and determine whether to permit, delay, restrict, or deny the Student’s or Instructor’s access to AHS sites or facilities. The AHS Representative will advise the Educational Institution of the determination.
 - (h) The Educational Institution will require the Student throughout the Student’s enrolment in the Educational Program and the Instructor throughout the Instructor’s participation in Placements as part of the Educational Program through the Instructor’s employment as described in Section 3.7(b) to self-report any change in criminal convictions or criminal charges to the Educational Institution.
 - (i) The Educational Institution will communicate to the AHS Representative any change in criminal convictions or criminal charges self-reported by a Student or Instructor. AHS may require from the Student or Instructor a new Police Information Check, and if applicable a vulnerable sector search, and may conduct a risk assessment and determine whether to permit, delay, restrict or deny the Student’s or Instructor’s access to AHS sites or facilities. The AHS Representative will advise the Educational Institution of the determination.

ARTICLE 4

WORKERS' COMPENSATION

4.1 Workers' Compensation Account

- (a) The Educational Institution is required to provide AHS within seven (7) days of the Effective Date a letter executed by the Workers' Compensation Board stating the Educational Institution has an account in good standing with the Workers' Compensation Board, and is responsible for ensuring its employees and Instructors are insured under the Educational Institution's Workers' Compensation Insurance during the Term.
- (b) The Parties acknowledge that Students registered in and attending a post-secondary institution who are enrolled in a recognized vocational or academic program where the Placement is an academic requisite or required as part of the Educational Program in which the Students are registered are considered workers of the Government of Alberta for purposes of workers' compensation. The Parties further acknowledge that Students are not covered under AHS' Workers' Compensation Insurance.

4.2 Notice of Accident

- (a) The Educational Institution is expected to report to the AHS Representative any accident, incident, or unusual occurrence involving patients, the Student or Instructor of which the Educational Institution becomes aware during the Placement. AHS is expected to report to the Educational Institution Representative any accident, incident or unusual occurrence involving the Student or Instructor of which AHS becomes aware.
- (b) The Educational Institution shall instruct and notify the Student and Instructor that the Student and Instructor must provide reports to AHS regarding any accident, incident, or unusual occurrence during the Placement.
- (c) AHS agrees to provide any necessary notification to Workers' Compensation Boards and other appropriate government authorities, as indicated by the Educational Institution, as required in the event of accident, injury, or workplace incident affecting the Student or Instructor, if applicable.

4.3 Completion of Documents

AHS agrees to complete any required documentation concerning illness or accident involving the Student or Instructor that occurs during a Placement under this Agreement.

ARTICLE 5

INDEMNITY

5.1 Educational Institution

The Educational Institution agrees to indemnify and hold harmless AHS, its directors, officers, members, employees and agents from all Losses insofar as such Losses arise out of or are based on the negligence or wrongful act or omission of one or more of the following:

- the Educational Institution;
- the Educational Institution's employees or agents;
- the Educational Institution's Student; or
- those for whom the Educational Institution may legally indemnify and for whom it is legally responsible,

such indemnity to survive termination of this Agreement.

5.2 AHS

AHS agrees to indemnify and hold harmless the Educational Institution, its Governors, directors, officers, members, employees, Instructors and Students from all Losses insofar as such Losses arise out of or are based on the negligence or wrongful act or omission of one or more of the following:

- AHS;
- AHS employees; or
- those for whom AHS may legally indemnify and for whom it is legally responsible,

such indemnity to survive the termination of this Agreement.

For greater certainty, the Educational Institution acknowledges and agrees that pursuant to Section 2.5(1) of the Regional Health Authorities Regulation (AR 15/95), AHS is statutorily prohibited from indemnifying actions of third parties.

5.3 Limit of Liability

As between the Parties, neither Party shall be liable to the other in connection with any claim for any special, incidental, indirect, exemplary, punitive, or consequential loss or damages, even if a Party has advised of the possibility of such loss or damage in advance.

ARTICLE 6 INSURANCE

6.1 Educational Institution's Insurance

The Educational Institution is responsible for procuring and thereafter maintaining in force at all times during the Term general and professional liability insurance in the amount of five million dollars (\$5,000,000) for the purposes of this Agreement and shall provide a Certificate of Insurance of coverage to AHS in accordance with Section 6.4. AHS shall be an additional insured to the extent permitted in such policy or policies.

6.2 AHS' Insurance

AHS is responsible for maintaining general liability insurance and professional liability insurance in the amount of five million dollars (\$5,000,000) per occurrence for the purposes of this Agreement and shall provide Certificate of Insurance coverage to the Educational Institution on request.

6.3 Increased Policy Limits

The Educational Institution's insurance policies referred to shall be subject to such higher limits as AHS, acting reasonably, may require from time to time and against such additional risks and in such amounts as a prudent person would insure.

6.4 Certificate of Insurance

The Educational Institution shall provide to AHS on the Effective Date, and prior to or on the renewal of the insurance referred to, a certificate of insurance, in a form standard in the insurance industry, evidencing the insurance coverage maintained by the Educational Institution for the purposes of this Agreement.

6.5 Notice of Cancellation

All policies of insurance obtained by the Educational Institution shall be placed with a company or companies licensed to write insurance. All policies shall provide that the insurer will undertake or endeavor to provide not less than thirty (30) days prior written notice to AHS prior to any cancellation or restrictive modification of the policies. The Educational Institution shall have the right to self-insure with respect to the insurance coverage required.

ARTICLE 7 CONFIDENTIALITY

7.1 Confidential Information

Subject to the terms and conditions of this Agreement, a Party may during the Term, make Confidential Information available to the other Party, its Governors, directors, officers, employees, contractors, and agents, Students or Instructors. All Confidential Information shall remain the sole and exclusive property of the disclosing Party.

7.2 Privacy Legislation

The Parties shall comply with all privacy legislation which now is, or at any time becomes, applicable to the Educational Institution, AHS or the Confidential Information, including:

- HIA;
- FOIPP;
- the *Personal Information Protection Act (Alberta)*; and
- the *Personal Information Protection and Electronic Documents Act (Canada)*.

7.3 Protection of Confidential Information

To the extent that the Educational Institution:

- (i) has access to Confidential Information of AHS that is subject to the HIA, and/or
- (ii) implements or assists with steps to maintain reasonable safeguards over such information

in the performance of the Educational Institution's responsibilities and obligations in this Agreement

- (a) The Educational Institution is an Affiliate of AHS under the HIA and thereby agrees to adhere to the HIA as an Affiliate. Those duties are set out in Sections 24, 28, 43 and 62 in the HIA and in Article 7.3 and 7.4 of this Agreement. Further it is acknowledged by the Parties that Students and Instructors meet the definition of an affiliate as defined in Section 1(1)(a) of the HIA and are subject to the duties under the HIA.
- (b) Unless with the Consent of the disclosing Party to do otherwise, the receiving Party shall instruct and notify its Governors, directors, officers, employees, contractors, agents, Students and Instructors:
 - (i) only use the Confidential Information strictly for the purpose of carrying out its obligations pursuant to this Agreement;
 - (ii) hold and maintain all Confidential Information in strict confidence for the disclosing Party and shall protect the Confidential Information from any unauthorized use, access, disclosure, modification, reproduction or harm whatsoever; and
 - (iii) not disclose the Confidential Information to any unauthorized third party during or after the Term.
- (c) The obligations of confidentiality and non-disclosure shall not apply to information that the receiving Party can demonstrate:
 - (i) was independently developed or created by the receiving Party without use of or reference to the Confidential Information; or
 - (ii) was known to the general public prior to its receipt from the disclosing Party or subsequently becomes known to the public through no fault of the receiving Party; or
 - (iii) is obtained by the receiving Party from a third party who, to the best of the knowledge of the receiving Party, is not under an obligation of confidentiality and has a lawful right to make such disclosure; or

- (iv) is required to be disclosed by law, provided, however, the receiving Party shall promptly notify the disclosing Party prior to such disclosure to provide the disclosing Party a reasonable opportunity, at the disclosing Party's expense, to take any legal actions it may consider necessary to prevent or limit the requested disclosure.

7.4 Removal and Return of Information

- (a) The Educational Institution shall instruct and notify the Student and Instructor, and its employees, contractors and agents not to remove any property, equipment, records and documents (both hardcopies and electronic copies) and any other materials belonging to AHS from AHS premises without first obtaining AHS' Consent.
- (b) For that which Consent has been given, the Educational Institution shall make all reasonable effort to ensure the Student and Instructor, and its employees, contractors and agents have returned such items belonging to AHS at the end of the Placement.
- (c) AHS shall take all reasonable steps to ensure that its employees, contractors and agents shall return to the Educational Institution at the end of the Placement all confidential Student information, including evaluation documents.

7.5 Ownership of Student Records

Student records are the property of the Educational Institution.

7.6 AHS and Educational Institution Information

- (a) The Educational Institution acknowledges that AHS is a public body which must comply with the FOIPP and the HIA. All documentation or other information created for AHS by the Student, the Instructor or the Educational Institution, even those marked "Confidential", become the property of AHS and may be subject to the privacy and disclosure provisions of FOIPP or the HIA or both.
- (b) AHS acknowledges that the Educational Institution may be a public body which must comply with the provisions of FOIPP, and all documentation or other information of the Educational Institution may be subject to the privacy and disclosure provisions of FOIPP.

7.7 Publicity

The Parties agree that they shall not include any reference to the other in any advertisement or promotional material without the prior written Consent of the other Party.

7.8 Intellectual Property

All research, reports, data, inventions, patents, copyright, industrial designs and any other intellectual property produced by or on behalf of AHS in the performance of this Agreement shall be the sole property of AHS unless otherwise agreed between the Parties. The Parties shall reasonably cooperate with each other to protect their respective intellectual property interests.

For clarity and subject to the provisions of this Article 7, copyright in Student works produced in the course of study, such as personal thesis work, belong to the Student, provided that such work does not contain AHS Confidential Information.

7.9 Survival

The Parties' obligations in this Article 7 permanently survive the cancellation, termination or expiration of this Agreement.

ARTICLE 8

GENERAL PROVISIONS

8.1 Notices

- (a) Any notice provided under this Agreement must be in writing and must be given by delivering, mailing or faxing it to the relevant Party as follows:

- If to the Educational Institution:
 <<Title of Office>>
 <<Name of Educational Institution>>
 <<Address>>
 <<City, Province, Postal Code>>
 Tel: <<(###) ###-####>>
 Fax: <<(###) ###-####>>

With a copy to:

<<Title of Office>>
 <<Name of Educational Institution>>
 <<Address>>
 <<City, Province, Postal Code>>
 Tel: <<(###) ###-####>>
 Fax: <<(###) ###-####>>

- If to AHS:

Executive Vice President, People and Partners
 Alberta Health Services
 14th Floor, 10030 107 Street North Tower
 Edmonton, AB, T5J 3E4
 Phone: (780) 342-2024
 Fax: (780) 342-2060

With a copy to:

Associate General Counsel, Corporate/Commercial Legal Services
 Alberta Health Services
 10101 Southport Road S.W.
 Calgary, Alberta T2W 3N2
 Fax: (403) 943-0907

- (b) A demand, notice or communication made or given by personal delivery or by facsimile during normal business hours at the place of receipt on a Business Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal on such Business Day. Any demand, notice or communication made or given by personal delivery or by facsimile after normal business hours at the place of receipt or otherwise than on a Business Day shall be conclusively deemed to have been made or given at the commencement of normal business hours at the place of the receipt on the first Business Day following actual delivery or transmittal. Any demand, notice or communication made or given by registered mail shall be conclusively deemed to have been made or given on the seventh (7th) Business Day next following the mailing thereof (excluding any period of postal disruption).
- (c) A Party may change its address for notice by notifying the other Party to this Agreement, in writing, in the manner permitted in this Section 8.1.

8.2 Public Statements

- (a) The Educational Institution agrees that all communication with any news media with respect to any information regarding AHS activities and undertakings and related to the Placement and Educational Program shall only be made with AHS' Consent.
- (b) AHS agrees that all communication with any news media with respect to any information regarding the Educational Institution's activities and undertakings related to the Placement and Educational Program shall only be made with the Educational Institution's Consent.

8.3 No Waivers

This Agreement shall not be amended, supplemented, restated or altered except by written instrument signed by a duly authorized representative of the Parties. No indulgence or forbearance by any Party shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the other Party or Parties and any such waiver, in order to be binding on a Party or Parties, must be expressed in writing and signed by such Party or Parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.

8.4 Extended Meanings

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

8.5 Further Assurances

The Parties shall sign such documents and do such things as are necessary to fully carry out the intent of this Agreement.

8.6 Deadlines

Time is of the essence for the performance of obligations in this Agreement.

8.7 Binding Effect

This Agreement is binding on and applies to the benefit of the Parties and their respective successors and permitted assigns.

8.8 Legal Advice

Each of the Parties expressly acknowledges and confirms that it has assisted in drafting this Agreement and that, prior to signing this Agreement, it has sought, obtained or waived independent legal advice regarding this Agreement.

Each of the Parties expressly acknowledges that it has read all of the terms, conditions and provisions of this Agreement and understands the nature and consequences and agrees to be bound thereby.

8.9 Counterpart

This Agreement may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document. Delivery of a counterpart by way of facsimile shall be deemed to be as effective as delivery of an originally executed counterpart.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

ON BEHALF OF THE EDUCATIONAL INSTITUTION:

• _____
<<Name>>
<<Title of Signing Authority>>
<<Name of Educational Institution>>

Date

ON BEHALF OF AHS:

• _____
Senior Vice President, Human Resources
Alberta Health Services

Date

Final Template

SCHEDULE A
of the
STUDENT PLACEMENT AGREEMENT

Including but not limited to, the following list of AHS Policies apply to the Educational Institution's Students and Instructors during the Placement:

AHS Bylaws and Corporate Policies

- AHS Code of Conduct
- Conflict of Interest Bylaw
- Communications (Internal and External)
- Intellectual Property
- Political Activity
- Social Media
- Safe Disclosure/Whistleblower
- Emergency Response Codes
- Tobacco and Smoke Free Environments
- Access to Information (Physical, Electronic, Remote)
- Collection, Access, Use, and Disclosure of Information
- Information Security and Privacy Safeguards
- Information Technology Acceptable Use
- Privacy Impact Assessments
- Records Management
- Transmission of Information By Facsimile and Electronic Mail
- Occupational Exposure to Blood and Body Fluids
- Workplace Abuse and Harassment
- Workplace Health and Safety

Including but not limited to, the following list of AHS Standards apply to the Educational Institution, it's Students and Instructors:

- Standard for Immunization of Post-Secondary Health Care Students and Students in Other High-Risk Occupational Programs

It is up to each AHS Representative to determine, communicate and provide to the Educational Institution Representative any and all other policies, standards, directives, guidelines and bylaws applicable to the nature of the Placement.