

## **TEACHING SERVICE AGREEMENT**

**BETWEEN** The Royal Institution for the Advancement of Learning/McGill University, two corporations duly constituted, having a place of business at 845 Sherbrooke Street West, Montreal, Canada, and herein represented by its Vice-Principal (Health Affairs) and Dean, Faculty of Medicine, McGill University, Montreal, Canada,

(hereinafter referred to as "the **University**")

**AND**

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(hereinafter referred to as "the **Institution**")

**WHEREAS** the Institution and the University are mutually desirous of cooperating in the education and practical training of students registered in the M.Sc.A Speech-Language Pathology Program of the University (the "Program"), and said Institution and University are mutually desirous of providing herein in writing for the establishment, direction and operation of the Program and the terms and conditions thereof.

**NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. TERM**

The term of this Agreement will be for indefinite agreement commencing on [date to be added].

During the term the parties agree that each request by the University for a Clinical Learning Experience ("CLE") at the Institution is subject to acceptance by the Institution, in its sole discretion. For greater clarity, it is understood that the Institution is not obliged to accept each CLE request made by the University, and may determine, on an individual CLE request basis, whether to accept or not the University's CLE request.

The parties may terminate this Agreement at any time and for any reason upon giving the other party sixty (60) days written notice. The parties may renew this Agreement by written instrument signed by their authorized representatives.

## **2. SCOPE**

The terms and provisions of this Agreement will apply only to students duly registered at McGill University in the Program (hereinafter referred to as the “Student(s)”) and accepted by the Institution for CLE.

The length of each CLE shall be determined by the Program’s curriculum and shall be for a period of not less than two (2) weeks and not more than fifty two (52) weeks, as may be agreed to between the parties.

## **3. OBLIGATIONS OF THE STUDENT**

The Student shall:

- a. keep confidential indefinitely all patient and other information disclosed to the Student during the CLE;
- b. not be deemed to be an employee of the Institution under any law, rule, regulation or Institution policy and shall receive no payment from the Institution.
- c. undergo a medical examination, immunization and a criminal record/background check as required by the Institution, and have in full force and effect health and accident insurance, and provide evidence of such examination, immunization ,background check and insurance before reporting to the Institution for the CLE .
- d. remain subject to the rules, regulations and policies of the University during the CLE;
- e. familiarize him/herself and respect the policies and procedures of the Institution.
- g. be responsible for his/her personal expenses while participating in the CLE

## **4. OBLIGATIONS OF THE INSTITUTION**

The Institution shall:

- a. designate a representative/contact person to oversee and coordinate the administration of the CLE and notify the University when there is a change in the designated representative/contact person;
- b. provide adequate space and facility for the CLE , and a variety of learning experiences appropriate to the setting;
- c. in coordination with the University's representative, provide a CLE that meets the specific objectives of the University's educational Program;
- d. designate a qualified clinical supervisor to be fully responsible for the supervision of the Student while at the Institution;

- e. retain full and final responsibility for the supervision of patient care and allow the sharing of patient care objectives with the Students during the CLE;
- f. inform the University at least four (4) weeks prior to the start of the CLE the number of Students which the Institution may accept and for which the necessary facility and supervision will be provided;
- g. allow the Students, at his/her own expense, to use available cafeteria and/or snack bar facilities of the Institution;
- h. make emergency medical care available to the Student who may become ill or injured at the Institution. The Student is responsible for all costs incurred as a result of injury while engaged in the activities under this Agreement;
- i. provide time and opportunity for orientation of the Students to the Institution, its facilities and personnel;
- j. review each Student's performance, in writing, at least twice during the CLE, preferably at the midpoint and during the final week, and return the completed written evaluation to the University within one week of the end of the CLE;
- k. provide ongoing opportunities for formal and informal verbal feedback to the Student regarding clinical performance;
- l. notify the University when Student's clinical performance is deficient and is not improving or when the Student's level of performance may result in safety concern for patient care.

## **5. OBLIGATIONS OF THE UNIVERSITY**

The University shall:

- a. designate a University representative to oversee and coordinate the administration of the University's educational program and the CLE, and notify the Institution when there is a change in the designated representative;
- b. be responsible for the educational program and for collaborating with the Institution's personnel in planning the CLE and evaluating the Student;
- c. provide the Institution with sufficient information on the educational program to allow the Institution to provide a CLE that meets the specific objectives of the University's educational program;
- d. determine in conjunction with the Institution's representative/contact person the dates and times when the facilities and resources of the Institution will be required for the CLE;
- e. provide the names of the Student accepted by the Institution at least two (2) weeks prior to the start of the CLE;

- f. provide the Institution with Student information, as required by the Institution;
- g. after consulting with the Institution and Student, accept the decision to withdraw any Student from the Institution when the Student is unacceptable to the Institution for reasons of health, performance or any other reasonable causes.

## **6. WORKERS COMPENSATION**

In accordance with the Act respecting Industrial Accidents and Occupational Diseases (R.S.Q c.A-3.001) a student undergoing a training period at an establishment without remuneration is considered to be a worker employed by the University. Should a work accident, as defined in the Act occur during the CLE the University will assist the Student in making a claim to the Commission de la Santé et Sécurité du Travail (CSST)

## **7. INSURANCE**

The University agrees that it will maintain, at its own expense comprehensive general and professional liability insurance ( including contingent medical malpractice insurance ) in an amount of not less than five million dollars (\$5,000,000 ) including excess coverage, covering claims made against it , its employees, students and agents for personal and bodily injury including death and property damage occurring as the result of the negligent act or omission of the University, its employees ,Students and agents done pursuant to this Agreement.

The Institution agrees that it will maintain, at its own expense comprehensive general and professional liability insurance including ( medical malpractice insurance) in an amount of not less than five million dollars (\$5,000,000 ) , covering claims made against it , its employees, students and agents for personal and bodily injury including death and property damage occurring as the result of the negligent act or omission of the Institutions, its employees ,Students and agents done pursuant to this Agreement.

The parties agree that, upon request, they will provide each other with evidence of such coverage.

## **8. INDEMNIFICATION AND HOLD HARMLESS**

The University agrees to indemnify and hold the Institution, its directors, officers, employees and agents harmless from and against all losses, costs, expenses, lawsuits causes of action claims , judgments, damages of any kind including reasonable legal fees which result from the negligent acts or omissions of the University's employees or Students while on the Institution's premises done pursuant to this Agreement.

The Institution shall hold the University, its governors, officers, employees and agents harmless from and against all losses, costs expenses lawsuits , causes of action claims judgments or damages of any kind including reasonable legal fees which result from the negligent acts or omissions of the Institution's employees or agents done pursuant to this Agreement.

**9. COSTS**

The services rendered are provided on a mutual service basis and therefore do not entail remuneration. Any expenses incurred by the parties in the administration of the Agreement shall be the sole responsibility of the party which incurred the expense.

**10. RELATIONSHIP OF THE PARTIES**

The Parties agree that this Agreement does not constitute a partnership, employment agreement or joint venture between the parties nor shall any agency relationship arise as a consequence of this Agreement.

No party may assign this Agreement or any part of it without the prior written consent of the other party. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding on the Parties, their successors and assigns.

**11. TRADEMARK AND TRADENAME**

The parties shall not use the trademark or tradename of the other, nor the names of its employees, without the express written permission of its authorized representative.

**12. DISPUTE RESOLUTION**

If a dispute arises between the Parties relating to any matter contemplated by this agreement, then both Parties shall make every effort to resolve the dispute for a period of fifteen (15) days after the dispute arises. If unable to resolve the dispute within such fifteen (15) day period, then the dispute shall be referred to the appropriate representative of the Institution and to the Director of the School at the University whose student(s) are the subject of this Agreement who shall make every effort to resolve the dispute for a period of fifteen (15) days.

If such representatives of the Parties are unable to resolve the dispute within the above time periods, the parties may agree to refer to the dispute to arbitration.

**13. SURVIVAL**

The provisions of Articles, 7, 8, and 11 shall survive termination of this Agreement.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and communications, whether written or oral between the parties hereto with respect to the subject matter hereof.

**15. GOVERNING LAW**

This agreement constitutes the entire agreement between the parties and is governed by the laws of

the province of Quebec

**16. LANGUAGE**

The parties confirm that they each required this Agreement and all documents and notices in connection therewith be drawn up in English. Les parties reconnaissent par les présentes que chacune d'elles a exigé que cette convention et tout document ou avis afférent soient rédigés en anglais.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED:**

**For the Institution:**

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Name: \_\_\_\_\_

Title:

Date:

**For the University:**

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Marc. D. Pell, Ph.D.  
Associate Dean and Director  
School of Communication Sciences and Disorders  
Faculty of Medicine, McGill University

Date:

