



CLINICAL PLACEMENT EXPERIENCE AGREEMENT

Between:

MCMASTER UNIVERSITY, Hamilton, Canada

hereinafter called the "McMaster"

OF THE FIRST PART

- and -

UNIVERSITY OF FOGGIA, Foggia, Italy

hereinafter called the "UofF",

OF THE SECOND PART

WHEREAS the UofF has agreed to provide an opportunity for a student of McMaster University to have a practical clinical experience;

AND WHEREAS in order for the UofF to maintain a high standard of service to its patients/clients while still providing the necessary clinical experience for the Student, it is deemed desirable by McMaster and the UofF to enter into an agreement on the terms hereinafter provided;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereto do agree as follows.

1. **Definitions** – In this Agreement:

- 1.1 **Clinical Experience** means the teaching and learning situations provided to the Student of the McMaster curriculum under the academic jurisdiction of McMaster.
- 1.2 **Uoff** means the location and locations occupied from time to time by the University of Foggia in the course of its operations, and includes any employees, officers, members appointed to staff, directors, committees, or committee members who have been appointed by the Uoff to assist in the clinical experience.
- 1.3 **Faculty** means the Faculty of Health Sciences of McMaster
- 1.4 Without any warranty expressed or implied, **University Insurance** means the policy of liability insurance issued to McMaster under which Students are insured against liability arising directly out of the clinical experience.
- 1.5 **McMaster** means “McMaster University” and includes any employees of McMaster, officers, directors, committees, or committee members who have been appointed by McMaster to assist in the clinical experience.
- 1.6 **Parties** mean the two (2) parties to this Agreement. The identification of individuals in the definition of Uoff and University is for the purpose of facilitating the carrying out of this Agreement and does not make those individuals parties to this Agreement.
- 1.7 **Clinical Skills Preceptors** refers to regulated health professionals, at the Uoff who are approved by the Faculty of Health Sciences as supervisors of Students.
- 1.8 **Standards** mean the regulations, rules, policies, procedures and professional standards of the Uoff and include the standards of practice for the profession.
- 1.9 **Students** means individuals registered in good standing in education programmes at McMaster.
- 1.10 **Student** means Adam Eqbal, who will participate in a paid practical clinical experience at Uoff.
- 1.11 **Date of Execution** shall be the later date where this Agreement is signed by the Uoff or University.

2. **Background**

- 2.1 The Parties acknowledge that it is part of McMaster’s curriculum that Students have an opportunity to engage in practical clinical experience.
- 2.2 The Uoff agrees to assist McMaster in providing the practical clinical experience subject to the terms of the Agreement.

3. **Obligations of the Uoff**

- 3.1 All of the Uoff's obligations under this Agreement shall be subject to the Uoff's overall

- responsibility for the care, treatment and safety of all patients/clients of the UofF.
- 3.2** The UofF and McMaster shall arrange meetings between a representative of the appropriate staff of the UofF at such times and as often as the parties consider necessary for discussion, interpretation and formulating learning objectives and procedures for the clinical experience.
- 3.3** The UofF shall contribute to the evaluation of Student performance in the clinical experience.
- 3.4** The UofF shall retain a right to intervene, or exclude or restrict the participation of any Student in those circumstances where a Student, may be functioning in a manner which the UofF considers in its absolute discretion to be of a potential danger to the well-being of the patients/clients of the UofF or to the Student, or contrary to the standards of the UofF.
- 3.5** The UofF shall have the right to terminate or restrict the participation of any Student for any reason at any time, including without limitation reasons relating to the Student's demeanour, conduct or statements.
- 3.6** The UofF shall have the right to impose restrictions on or to modify the clinical experience from time to time at its sole discretion, including without limitation reasons relating to patient care, availability of resources or other reasons. Any modifications to the clinical experience shall, when practical, be done after consultation with McMaster.
- 3.7** Be solely responsible as the employer for the Student in accordance with the requirements of the *Ontario Workers Safety and Insurance Act*, 1997, S.O. 1997, C. 16, SCHED. A, the Regulations thereunder, including the *Ontario Occupational Health and Safety Act*, R.S.O. 1990, CHAPTER O.1, or otherwise in connection with the Agreement;
- 3.8** The UofF shall at its own expense:
- 3.8.1** Retain responsibility for the clinical care delivered to patients/clients as prescribed under relevant legislation.
- 3.8.2** Take reasonable steps to ensure that the legal requirements of the *Ontario Regulated Health Professions Act*, 1991, S.O. 1991, c. 18, or the regulations as may be prescribed by other authorized bodies or accreditation standards with respect to supervision of the Student are observed.
- 3.8.3** Establish and provide for the operation of a health and safety program including site specific orientation and training to meet the appropriate legislative requirement applicable to the UofF. In the event of a Student workplace injury, complete a safety/incident report and notify the appropriate University Education Programme.
- 3.8.4** Where the organization or institution providing the clinical placement has a sexual harassment policy in place, the Student's placement experience will be guided by that policy. In the absence

of an UofF policy, any allegation of sexual or other harassment will be guided by McMaster Policy.

- 3.8.5** The UofF and McMaster agree to cooperate and to share comprehensive and relevant information with the other, at the earliest possible instance, when matters involving allegations of harassment, intimidation and disruptive behavior arise as defined under McMaster University's policies including but not limited to McMaster's Policy on Harassment and Discrimination: Prevention and Response and its Sexual Harassment Policy. McMaster may at any time elect to conduct its own investigation of the issue(s), seek resolution, and apply appropriate and reasonable sanctions at its sole discretion in accordance with its own policies. The UofF and McMaster agree at the outset to full disclosure of such matters, such that both institutions shall assume the onus of advising the other of any such complaints and issues as soon as they become aware of the matter, and that they each shall ensure that the other receives equal and full disclosure of any and all information relevant to the matter.
- 3.8.6** Provide to the Student access to its Employee Health Services or Emergency Services for situations arising in the UofF during professional training of the Student or as a result of exposure during such training, if such facilities exist.
- 3.8.7** Provide to the Student orientation to the UofF, its mission, rules, regulations and policies.
- 3.8.8** Make available such facilities as may be reasonably indicated or required for the instruction and accommodation of the Student by regulation or circumstances including, access to (if such facilities are available):
 - 3.8.8.1** A conference room or meeting place for educational purposes.
 - 3.8.8.2** Cafeteria facilities.
 - 3.8.8.3** Parking facilities.
 - 3.8.8.4** Special uniforms and/or protective clothing for experience in areas where such garments may be required by the UofF.
 - 3.8.8.5** Reference library facilities.
 - 3.8.8.6** Such other facilities as may be reasonably required by the circumstance.

4. Obligations of McMaster

- 4.1** McMaster shall at its own expense:
 - 4.1.1** Determine the clinical experiences required for the Student according to its curriculum plan.
 - 4.1.2** Organize the placement of the Student with Clinical Skills Preceptors who act on behalf of McMaster as supervisors of the Student's experience.

- 4.1.3** Take reasonable steps to ensure that the legal requirements of the Ontario *Regulated Health Professions Act*, 1991, S.O. 1991, c. 18 and other applicable Acts and the standards of governing professional bodies and colleges with respect to supervision of the Student, are observed.
- 4.1.4** In cooperation with the UofF, periodically, and as needed, review the experience of the Student, preceptors and UofF staff in order to ensure that a positive learning environment that fosters professionalism is maintained, and evaluate whether the objectives of McMaster and the UofF are being attained.
- 4.1.5** Provide information to the Student with respect to any preventive health programmes which will meet the requirements of legislation and other regulations and rules of the UofF which may be enacted from time to time relating to preventive health programmes and measures, upon written notification to McMaster. The Student will provide evidence to the UofF of preventative immunization upon request.
- 4.1.6** Assume ultimate responsibility for the planning of the clinical education programme and the supervision and evaluation of the Student.
- 4.1.7** Use its best efforts to ensure that the Student complies with applicable laws and regulations and the UofF rules, policies, procedures, mission statement, vision and values.
- 4.1.8** Advise the UofF immediately of any information or facts relating to the Student that could reasonably put the UofF, its employees, agents, patient, or the public at risk.
- 4.1.9** Ensure the qualification of the Student to participate in the clinical experience and provide such evidence to the UofF upon request.
- 4.1.10** The Faculty of Health Sciences shall require the Student to strictly observe the patient's right to confidentiality and privacy and the UofF's responsibility to preserve this confidentiality and privacy in respect of all information, to which, the Student may have access. The Faculty of Health Sciences shall inform all the Student of his/her obligation to observe the patients/clients right to privacy and to protect the confidentiality of personal and health information. If required by the UofF, the Faculty of Health Sciences shall require the Student to sign confidentiality and privacy agreements.

5. Insurance

- 5.1** The UofF shall maintain liability insurance at a minimum of \$5 million per occurrence to protect it and McMaster from any claims for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrong doing of the UofF, its servants, agents or employees related to or arising out of programmes or other matters to which this Agreement pertains.

- 5.2** McMaster shall maintain liability insurance (including insurance with respect to professional errors and omissions and academic services) at a minimum of \$5 million per occurrence to protect it and the UofF from any claims for damages, for personal injury including death, and from claims for property damage caused by the negligence or wrong doing of McMaster, its servants, agents, employees, and/or the Student related to or arising out of programmes or other matters to which this Agreement pertains.
- 5.3** The UofF and McMaster will advise each other immediately when there is any restriction in coverage or limits material to the matters in this Agreement. If such occurs, the parties agree to meet and use all reasonable means to continue this Agreement.
- 5.4** Upon request, each party shall provide the other party a certificate of insurance, containing the coverage described in this Agreement.

6. Indemnifications

- 6.1** The UofF agrees to indemnify and save McMaster harmless from all loss, cost, expense, judgement or damage on account of injury to persons or property, including death in any way caused by the negligence or wrong doing of the UofF, its servants, agents, or employees related to or arising out of programmes or other matters to which this Agreement pertains, including all legal expenses and costs incurred by McMaster in defending any legal action pertaining to the above.
- 6.2** McMaster agrees to indemnify and save the UofF harmless from all loss, cost, expense, judgement, or damage on account of injury to persons, or property, including death in any way caused by the negligence or wrong doing of McMaster, its servants, agents, employees and/or the Student related to or arising out of programmes or other matters to which this Agreement pertains, including all legal expenses and costs incurred by the UofF in defending any legal action pertaining to the above.

7. Term of Agreement

- 7.1** This Agreement shall be 6 months, effective on September 29, 2025 and will expire on March 29, 2026. The parties may agree in writing to extend the Agreement.
- 7.2** In the event of circumstances beyond the control of the UofF, such as a community disaster, strike, fire, or other situations in which the continued provisions of facilities under this Agreement by the UofF would substantially interfere with the UofF's primary duty of providing care to its patients, the UofF reserves the right to suspend performing its obligations under this Agreement immediately and until such time as the UofF determines that the clinical facilities are available for use by McMaster and the Student.
- 7.3** In the event of circumstances beyond the control of McMaster such as a strike or other situation in

which continuation of clinical experience under this Agreement would substantially interfere with McMaster's primary responsibility for the learning and supervision of the Student\, McMaster reserves the right to withdraw the Student from the UofF until such time as McMaster determines that the resumption of clinical experience is appropriate for the Student.

8. Amendment of Agreement

This Agreement may be amended only by an agreement in writing signed by both parties.

9. Assignment

This Agreement is not assignable by either party without the consent of the other party. Subject to the foregoing, this Agreement continues to the benefit of and is binding upon the Parties, their successors and assigns.

10. Notice

Where notice is required to be given under this Agreement, it shall be delivered in the case of the UofF, to the office of the signatory to this Agreement or, in the case of McMaster, to:

Vice Dean, Education, Faculty of Health Sciences:

1280 Main Street West, HSC 2E19

Hamilton, Ontario

L8S 4K1

11. No Remuneration, Costs or Expenses

The parties agree that there shall be no remuneration, costs or expenses paid by the Faculty of Health Sciences to the UofF under this Agreement.

12. Miscellaneous Terms

12.1 The parties hereto agree that no term herein shall be construed or interpreted to create a partnership, joint venture or other relationship between the parties other than as independent contractors as provided for herein.

12.2 Definitions. Where used herein or in any amendment or supplements hereof, unless the context otherwise requires the words and phrases provided for in Article 1, definitions hereto will have the meaning so set forth therein.

12.3 Sections and Headings. The divisions of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

12.4 Extended Meanings. Words importing the single number include the plural and vice versa; words importing the masculine gender include the feminine and neuter genders.

- 12.5** Further Assurances. Each of the parties hereto will, from time to time at the other's request and expense and without further consideration execute and deliver any other document or instrument and take such further action as the other may require to more effectively complete any matter provided for in this Agreement.
- 12.6** This Agreement constitutes the entire Agreement among the parties and except as herein stated, and there are no oral representations or warranties among the parties of any kind.
- 12.7** Applicable Law. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 12.8** Time to be of the essence. For the purposes of this Agreement time shall be deemed to be of the essence.

IN WITNESS WHEREOF McMaster and the UofF have hereunto affixed their corporate seals duly attested to by their proper officer in that behalf.

Signed, Sealed and Delivered in the presence of:

McMaster University

1280 Main St. West, HSC 2E10, Hamilton, Ontario, L8S 4K1

_____	_____	Dr.	Robert
Whyte	Date		
Vice Dean, Education			
Faculty of Health Sciences			

_____	_____	Dr.	Paul
O'Byrne	Date		
Dean & Vice-President			
Faculty of Health Sciences			

University of Foggia

Via Antonio Gramsci, 89, 71122 Foggia FG, Italy

_____	_____
UofF Signatory NAME	Date:
ADD UofF Signatory TITLE	

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its term.