

# Master of Arts in Counselling Psychology

## Practicum Site Affiliation Agreement

The Practicum Site agrees that its submission of the Application Form to Yorkville is an offer to enter into an agreement with Yorkville under these Terms of Agreement. All Application Forms must be accepted by Yorkville in order to form a binding agreement between the Practicum Site and Yorkville, which acceptance will be provided to the Practicum Site in writing along with a copy of the Application Form and these Terms of Agreement. Yorkville may choose not to accept the Application Form at its sole discretion. The Practicum Site may cancel the Application Form at any time before it is accepted by Yorkville by sending an email to: [PracticumLiaison@yorkvilleu.ca](mailto:PracticumLiaison@yorkvilleu.ca).

The Practicum Site and Yorkville agree as of the Effective Date to the following:

### 1. Definitions

1.1 “**Agreement**” means the Application Form and these Terms of Agreement.

1.2 “**Application Form**” means the practicum site application form to which these Terms of Agreement are linked, which Application Form is incorporated by reference into these Terms of Agreement.

1.3 “**Confidential Information**” means any information material and data disclosed under this Agreement, whether or not designated as being confidential or proprietary, for which reasonable precautions have been taken to maintain the secrecy of such information, including but not limited to information, knowledge or data of a personal, medical, intellectual, technical, scientific, commercial or industrial nature, or relating to the operations of a party, whether in oral, written, graphic or electronic form. Confidential Information shall not include information that is: (i) known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by prior written business records; (ii) disclosed in published literature, other than by Receiving Party in violation of this Agreement; (iii) is in the public domain or is generally known or available to the industry; (iv) obtained by the Receiving Party from a third party who is not in breach of any confidentiality obligations to the Disclosing Party; (v) independently developed by the Receiving Party without any reference to confidential or proprietary information received from the Disclosing Party; (vi) approved in writing by the Disclosing Party for disclosure; or (vii) required to be disclosed by applicable law, provided the Receiving Party makes reasonable efforts to provide the Disclosing Party with notice of such requirement prior to any such disclosure by the Receiving Party and reasonably assists the Disclosing Party, at the Disclosing Party’s expense, in avoiding and minimizing such disclosure or obtaining confidential treatment of such information required to be disclosed, to the extent possible.

1.4 “**Disclosing Party**” has the meaning set out in Section 8.1.

1.5 “**Effective Date**” means the date that Yorkville notifies the Practicum Site in writing that it accepts this Agreement.

- 1.6 “**Facility**” means the facilities of the Practicum Site at which the practicum is conducted.
- 1.7 “**Faculty Contact**” means the instructors, teachers and professors of Yorkville involved in the Master of Arts in Counselling Psychology program.
- 1.8 “**Losses**” means all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses (including reasonable legal fees and expenses) of whatever kind.
- 1.9 “**Placement**” means a practicum experience in counselling psychology provided to a Student by the Practicum Site.
- 1.10 “**Personal Information**” means information about an identifiable individual.
- 1.11 “**Practicum Site**” means the practicum site specified in the Application Form.
- 1.12 “**Receiving Party**” has the meaning set out in Section 8.1.
- 1.13 “**Representatives**” has the meaning set out in Section 7.2.
- 1.14 “**Security Incident**” has the meaning set out in Section 7.3.
- 1.15 “**Student**” means a student in the Master of Arts in Counselling Psychology program at Yorkville.
- 1.16 “**Student Personal Information**” has the meaning set out in Section 7.1.
- 1.17 “**Supervisor**” means an employee, contractor or agent of the Practicum Site who is assigned by the Practicum Site to be the Placement supervisor for one or more Students.
- 1.18 “**Terms of Agreement**” means the terms herein.
- 1.19 “**Yorkville**” means Yorkville Education LP.

## **2. Practicum Site Responsibilities**

### **Practicum Site will:**

- 2.1 provide Yorkville with the minimum number of Placements specified on the Application Form in accordance with the Placement Requirements (as set out in Section 3 below).
- 2.2 provide Supervisors who have qualifications considered to be sufficient and appropriate by Yorkville.
- 2.3 designate an appropriate member of its staff to coordinate Placements with Yorkville.
- 2.4 provide Yorkville with relevant information relating to the Facility, including the size of the space, Student learning opportunities, and on request, access to the Facility.

2.5 maintain and provide documentation to Yorkville, and directly to the Faculty Contact and the Student as appropriate, that describes the Practicum Site's service philosophy, relevant departmental objectives, and relevant procedures and rules.

2.6 provide to the Student all relevant procedures and rules to which the Student must abide while enrolled in the Placement at the Facility, at least sixty (60) days prior to the commencement of the Placement.

2.7 provide Students with opportunities for practical learning, including as further described in Section 3.

2.8 at all times exercise exclusive responsibility for the care, treatment and safety of all clients of the Practicum Site and all Students, acknowledging that Students are inexperienced, have limited practice skills, are not expert practitioners and require supervision.

2.9 take every precaution reasonable in the circumstances for the protection of the Student in the Facility and provide information, instruction and supervision to the Student to protect their health and safety in the Facility and otherwise meet the duties of an employer under any applicable occupational health and safety laws in respect of the Student in the Facility, including provision of safety equipment such as masks and protective clothing, for use during the Placement, in areas where such equipment or clothing may be required by the Practicum Site.

2.10 organize and provide orientation programs, including basic occupational health and safety training to the Student that meets the requirements of any applicable occupational health and safety laws, training relating to the confidentiality policies and administrative, technical and physical safeguards and all relevant practices implemented by the Practicum Site.

2.11 have and exercise the right to refuse or suspend the Student from entering the Facility for causes deemed in its sole discretion to be justifiable, provided that the Practicum Site will not exercise this right without prior discussion with Yorkville, except in extraordinary circumstances, including as required by applicable laws.

2.12 report the full circumstances of any such suspension and any other problems with the Student to Yorkville and cooperate, to the extent permitted by law, with any Yorkville disciplinary investigation.

2.13 comply with all laws applicable in respect of the Placement.

### **3. Placement Requirements**

The Practicum Site will comply with the following Placement requirements for each Placement (the "**Placement Requirements**"):

3.1 The Practicum Site will provide the Student with a Placement.

(a) If the Practicum Site is designated as a "Primary Site" on the applicable Application Form, such Placement will include 400 total practicum hours. Of the four hundred (400) total practicum hours, two hundred (200) must be direct client contact hours. Of the two

hundred (200) direct client contact hours, one hundred and twenty (120) hours must be direct mental health counselling hours in the form of individual, family and/or couples therapy. The majority of the direct mental health counselling hours should be in the form of individual therapy.

(b) If the Practicum Site is designated as a “Supplemental Site” on the applicable Application Form, the Practicum Site will work with the “Primary Site” listed in the applicable Application Form to ensure that all Students receive no more than 30% of direct client contact hours at the “Supplemental Site”, and no less than 70% of direct client contact hours at the “Primary Site”.

3.2 The Practicum Site will provide an appropriate setting that is conducive for the Student to complete counselling sessions. The Practicum Site will ensure that the Student is provided appropriate counselling cases that are commensurate with the skills of the Student;

3.3 The Practicum Site will provide the Student with all technology necessary to conduct counselling, either on-site or via tele-mental health.

3.4 Subject to Section 3.5, the Practicum Site will permit and enable the Student to prepare three (3) video recordings of live client sessions for Faculty instruction. The Practicum Site shall ensure that the necessary consents are obtained from the clients for this process. These sessions must be conducted in English.

3.5 If the Practicum Site policy does not allow for video or audio recordings of client sessions, the Practicum Site agrees to allow the Supervisor to assist the Student with developing an appropriate scenario for a simulated client session, or, in the case the Practicum Site is designated as a “Supplemental Site” on the applicable Application Form, such Supervisor will ensure the Student completes such requirement at the “Primary Site” listed on the Application Form.

3.6 Ensure that each Supervisor:

(a) every two (2) years or as otherwise reasonably requested by Yorkville, completes the Yorkville site supervisor practicum form found at <https://practicum.yorkvilleu.ca/> which may be updated from time to time at Yorkville’s sole discretion;

(b) provides at least one (1) hour of supervision per week for all weeks of the Student’s Placement;

(c) directly observes at least three (3) of the Student’s one-on-one client sessions in full with feedback and guidance;

(d) provides a formative evaluation of the Student’s progress at the end of trimester one and a summative evaluation at the end of trimester two (2); and

(e) informs the Faculty Contact, Yorkville Practicum Coordinator and the Student immediately if any unforeseen issues arise that may have a material impact on the Placement or if, for any reason, the Student will not be able to complete the Placement.

3.7 The Practicum Site will allow and enable the Student to conduct at least fifty percent (50%) of the Student's sessions with clients in English.

3.8 The Practicum Site acknowledges that the Student is not expected to market the Student's own services. The Practicum Site will instead assign appropriate clients to the Student.

3.9 The Practicum Site will provide the Student with any and all safety procedures and / or protocols in respect of all Facilities where the Student will be engaging in practicum activities.

3.10 The Practicum Site shall ensure adequate supervision of the Student in the Facility. The Student shall not be left alone onsite at any time when providing services to clients. The Practicum Site shall ensure that there are Practicum Site personnel onsite who understand how to activate the safety plan, if needed. This includes evening and weekend onsite hours. If the Practicum Site is a virtual practice, the Practicum Site will ensure adequate support is available should the Student require assistance while providing virtual services to clients.

3.11 The Practicum Site will provide a general Practicum Site orientation to the Student, including an orientation to practice areas in which the Student will be involved.

3.12 The Practicum Site grants Yorkville permission to release information from the Application Form to the Student and on Yorkville's MACP Practicum Portal - Site Locator list or a similar list of practicum sites at which Students may complete Placement.

#### **4. Yorkville Responsibilities**

##### **Yorkville will:**

4.1 place the Practicum Site on Yorkville's MACP Practicum Portal - Site Locator List or a similar list of practicum sites at which the Student may complete Placement.

4.2 appoint a Faculty member (the "**Faculty Contact**") whose responsibilities are to: (i) liaise with Practicum Site staff and (ii) evaluate the Student's performance in accordance with the academic objectives/learning outcomes established by Yorkville and in consultation with the staff of the Practicum Site.

4.3 outline the course of study for the Student, with a view to developing in each Student the skills and knowledge as outlined by Yorkville's curriculum.

4.4 require the Student assigned to the Placement to meet academic pre-placement requirements established by Yorkville prior to the Placement.

4.5 hold the Student accountable for their duty to strictly observe client confidentiality and their duty to access, use and disclose client personal information as authorized by the Practicum Site (both during and after their Placement).

4.6 advise the Student to obtain appropriate professional liability insurance.

## 5. Indemnification

5.1 The Practicum Site shall defend, indemnify and hold harmless Yorkville and its officers, directors, employees, agents, successors and assigns from and against all Losses caused by any acts or omissions of the Practicum Site or Supervisor relating to this Agreement, its failure to meet the terms of this Agreement, whether by negligence, willful misconduct or otherwise.

5.2 Yorkville shall not be liable for any Losses arising out of the acts or omissions of Students during the Students' Placements.

## 6. Insurance

6.1 During the term of this Agreement, Yorkville shall have and maintain in force commercial general liability insurance with limits no less than five million dollars (\$5,000,000) per occurrence, which policy will include contractual liability coverage insuring the activities of Yorkville under this Agreement. Yorkville shall forward to the Practicum Site a certificate verifying such insurance, upon the Practicum Site's written request. Yorkville shall not do anything to invalidate such insurance and shall notify the Practicum Site promptly in writing of notice of termination of such insurance.

6.2 During the term of this Agreement, the Practicum Site shall have and maintain in force commercial general liability insurance and professional liability insurance with limits no less than five million dollars (\$5,000,000) per occurrence, which policy will include contractual liability coverage insuring the activities of the Practicum Site, Students and Supervisors under this Agreement, and particularly for (i) injury to clients, staff and visitors, (ii) theft of, or damage to, the property of clients, staff or visitors, and (iii) liability for malpractice or negligence on the part of the Practicum Site, Students and Supervisors. The Practicum Site shall forward to Yorkville a certificate verifying such insurance, upon Yorkville's written request. The Practicum Site shall not do anything to invalidate such insurance and shall notify Yorkville promptly in writing of notice of termination of such insurance.

## 7. Privacy

7.1 In the course of providing the Placement, the Practicum Site may require the use of Personal Information collected by Yorkville from Students (the "**Student Personal Information**"). The Practicum Site will only use the Student Personal Information to the extent required to provide the Placement, and for clarity, will only use as much Student Personal Information in connection with a Placement as required to provide that Placement to the Student.

7.2 The Practicum Site will restrict access to the Student Personal Information to those of its directors, officers, governors, employees, agents, partners, affiliates, volunteers, contractors and subcontractors ("**Representatives**") who have a need to know the Student Personal Information for the purpose of fulfilling its obligations under this Agreement. The use of Student Personal Information by Practicum Site Representatives will be considered a use or an authorized disclosure of the Student Personal Information by the Practicum Site.

7.3 The Practicum Site will protect the Student Personal Information against theft, loss and unauthorized access, collection, use, modification, disclosure and destruction (each a "**Security**

**Incident**”) by deploying commercially reasonable security measures, policies and procedures commensurate to the sensitivity of the Student Personal Information. The Practicum Site will promptly notify Yorkville of any actual or suspected Security Incident, and will fully cooperate with Yorkville in complying with its legal and regulatory obligations. In responding to any such Security Incident, the Practicum Site will not make any representation about or relating to Yorkville without Yorkville’s prior written consent, and will fully indemnify Yorkville for any Losses incurred by Yorkville associated with remediating such Security Incident or complying with Yorkville’s legal or regulatory obligations.

7.4 On completion of the Placement, or earlier as directed by Yorkville in writing, the Practicum Site will return all Student Personal Information to Yorkville. The Practicum Site will ensure that the Student Personal Information is transferred to Yorkville by secure means so as to protect the confidentiality and integrity of Student Personal Information and ensure its delivery, and will not retain any Student Personal Information except as expressly authorized by Yorkville in writing.

## **8. Confidential Information**

8.1 The parties acknowledge that an exchange of information of a confidential nature may be required in order to give effect to this Agreement. A **“Receiving Party”** (i.e. the party that receives Confidential Information from another party) shall not disclose the Confidential Information of the **“Disclosing Party”** (i.e. the party that discloses Confidential Information to the Receiving Party) to a third party without the prior written consent of the Disclosing Party, except as required by applicable law. Further, a Receiving Party shall only share Confidential Information with its Representatives on a need-to-know basis, provided that such Representatives are obligated to maintain the confidence of any such Confidential Information in a manner consistent with this Agreement.

8.2 Except as required to give effect to this Agreement, a Receiving Party shall not use the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party. No ownership rights in or to any Confidential Information are transferred by this Agreement. On termination or expiration of this Agreement or on the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party, or at the Disclosing Party’s election, destroy all Confidential Information of the Disclosing Party in its possession or in the possession of its Representatives with no copy or portion kept by the Receiving Party, except for such documentation that is required for legal or audit purposes. All Confidential Information is provided on an “as is” basis with no express or implied warranties whatsoever. The Receiving Party will take all reasonable measures to maintain the confidentiality of all Confidential Information of the Disclosing Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

8.3 Each party acknowledges and agrees that a breach or threatened breach by it of the confidentiality provisions of this Agreement would cause the other party irreparable harm not compensable in damages alone. Each party further acknowledges and agrees that it is essential to the effective enforcement of this Agreement that in addition to any other remedies to which it may be entitled, it be entitled to seek and obtain, in summary manner, interim, interlocutory and

permanent injunctive relief without showing irreparable harm, specific performance and other equitable remedies.

## **9. Marketing**

9.1 Yorkville shall, in its sole discretion and at its own expense, provide the Practicum Site with such publicity material, presentation kits, videos and other forms of material already in use by Yorkville, or which come into use by Yorkville, for Placement purposes.

9.2 All rights and property provided by Yorkville to the Practicum Site in connection with this Section shall perpetually remain the property of Yorkville or its licensors.

9.3 The Practicum Site agrees that it shall not:

- (a) use any rights or property provided to it by Yorkville in any form or manner and for any purposes except as provided herein;
- (b) apply for registration of any part of Yorkville's name and logo or any mark or logo that is confusingly similar to Yorkville's name and logo; or
- (c) knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm Yorkville's intellectual property rights over its name and logo or to the goodwill and reputation attached with Yorkville's name or logo.

9.4 Any use of any trademarks of Yorkville or any other Yorkville intellectual property by the Practicum Site shall enure to the exclusive benefit of Yorkville.

9.5 The Practicum Site shall ensure that its advertising, marketing and promotion materials relating to the Placement:

- (a) do not contain or convey inaccurate or deceptive claims, statements, illustrations or representations, either direct or implied, with regard to the Placement or the Facility;
- (b) do not omit relevant information in a manner that, in the result, is deceptive;
- (c) contain and state all pertinent details of the Placement, including the requisite abilities required by a Student to complete the Placement;
- (d) contain disclaimers and asterisked or footnoted information that do not contradict more prominent aspects of the message and are located and presented in such a manner as to be clearly visible and/or audible;
- (e) include only advertising, marketing promotional claims and representations that are supportable both in principle and practice and that all supporting information is kept on file and is readily available for review;
- (f) do not include/convey deceptive claims regarding program costs, work permits, study permits or immigration possibilities; and

(g) clearly indicate the nature of its relationship with Yorkville on all communication with third parties related to the Placement hereunder in a manner approved by Yorkville.

## **10. No Subcontractors**

10.1 The Practicum Site may not subcontract the performance of all or any part of the Placement without the prior written consent of Yorkville, which consent may be withheld, delayed or made subject to such conditions as Yorkville may determine, in its sole discretion.

10.2 In the event the performance of some or all obligations hereunder are subcontracted, the Practicum Site will ensure that such obligations continue to apply to any subcontracted party. Practicum Site will remain fully responsible and liable for the acts or omissions of its subcontractor(s).

## **11. Representations and Warranties**

11.1 Each party represents and warrants to the other as follows:

(a) it has full power and authority to enter into these Terms of Agreement and to perform its obligations hereunder;

(b) it is duly organized and validly existing under the laws of its jurisdiction of incorporation;

(c) it is not insolvent or unable to pay its debts nor have any insolvency proceedings of any character, including bankruptcy, receivership, composition or arrangement with creditors, voluntary or involuntary, affecting it, been presented by it or resolution passed or notice in writing of the same been received by it in this behalf, nor has it appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator for it or any of its assets;

(d) the obligations entered into hereunder are not ultra vires of its memorandum of association, articles of incorporation, articles of association, incorporation legislation or other charter or constituting documents;

(e) its signatory(ies) designated hereunder have full power and authority to enter these Terms of Agreement on its behalf and to legally bind it;

(f) these Terms of Agreement constitutes a legal, valid and binding obligation on it, enforceable in accordance with the terms hereof;

(g) it has and will maintain all necessary powers, authority and consents to enter into and fully perform its obligations under these Terms of Agreement;

(h) no claims, demands, litigation, arbitration or other adversarial proceedings, injunction or decree of any nature or kind is pending or threatened against it, in any country which would affect in any way its ability to enter into and perform its obligations under these Terms of Agreement;

- (i) the execution, delivery or performance of these Terms of Agreement do not violate any applicable laws; and
- (j) it is not bound by any agreement / document with any third party which is in conflict with or may adversely affect the performance of its obligations hereunder.

11.2 The Practicum Site covenants to Yorkville that:

- (a) the duties and responsibilities of the Practicum Site hereunder will be performed in compliance with all applicable laws; and
- (b) the Practicum Site has and shall maintain all licenses and approvals required under applicable laws for the provision of the Placement.

## 12. General Terms

12.1 **Term.** This Agreement shall be in effect commencing on the Effective Date and shall continue until terminated by either party in accordance with Section 12.2.

12.2 **Termination.** Either party may terminate this Agreement by giving sixty (60) days written notice to the other party. Where notice of termination has been given, such termination shall not take effect until the end of any ongoing Placement.

12.3 **Nature of the Relationship.** It is understood and agreed between the parties that the Practicum Site is an independent contractor hereunder. Neither party shall hold itself out as the agent, representative or employee of the other, nor shall either party contract or incur obligations in the name of the other. Each party shall make it clear to third parties that it is not the agent of the other party. Neither party shall make any representations or warranties or promises on behalf of the other party without that other party's prior written consent.

12.4 **Force Majeure.** In the event of circumstances beyond the control of a party (the "**Affected Party**"), such as community disaster, strikes, fire or other situation (the "**Force Majeure Event**") in which the continued performance of obligations under this Agreement would substantially interfere with the Affected Party's primary duty of care to its Students or clients, as applicable, the Affected Party has the right to suspend the performance of its obligations under this Agreement immediately until such time as the Affected Party determines, acting reasonably, that the Force Majeure Event has been resolved.

12.5 **Entire Agreement.** This Agreement shall be the entire agreement between the parties related to the subject matter hereof and terminates and supersedes all existing student affiliation or practicum agreements between the parties, and any agreements supplementary to those agreements. No amendments to this Agreement shall be in force and effect until they are in writing and signed by the duly authorized officers of both of the parties hereto.

12.6 **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party, such consent which may be unreasonably withheld.

12.7 **Amendment.** This Agreement may not be amended except as mutually agreed by the parties in writing, and as executed by each party’s binding signing authority.

12.8 **Expenses.** Each party is responsible for its own expenses relating to the performance of its obligations under this Agreement.

12.9 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.10 **Further Assurances.** Each party shall from time to time execute and deliver all such further documents and do all acts and things as the other party may reasonably require to give effect to the transactions contemplated hereby.

12.11 **Governing Law.** This Agreement is governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that province and the parties irrevocably attorn to the courts of that province.

12.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement. A counterpart may be delivered by electronic means, which shall be as effective as hand delivery of the original executed counterpart.

12.13 **Agreement in English.** The parties hereto confirm they have expressly required that the Agreement and all other schedules, notices and documents relating thereto be drafted in English. *Les parties aux présentes confirment qu’elles ont expressément exigé que cette convention, toutes les annexes, tous les avis et les documents y afférents soient rédigés en anglais.*

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date \_\_\_\_\_.

**Yorkville University**

\_\_\_\_\_  
Full Legal Name of Agency

Signature:   
Name: John Crossley, PhD  
Title: Vice President, Academic Services  
Phone: 506-454-1220  
Fax: 506-454-1221  
E-mail: [jcrossley@yorkvilleu.ca](mailto:jcrossley@yorkvilleu.ca)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_