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|  | **Student Practicum Agreement** |

THIS AGREEMENT (the “**Agreement**”) made as of September 9, 2019 (the “Effective Date”) is between:

**Enter the other party’s name**, having an office at

Street Address

City, Province, Country Postal Code

(the “**Company**”)

AND

**Enter the student’s name**

Student Number: enter the Student’s ID

Street Address

City, Province, Country Postal Code

**Enter the student’s name**

Student Number: enter the Student’s ID

Street Address

City, Province, Country Postal Code

**Enter the student’s name**

Student Number: enter the Student’s ID

Street Address

City, Province, Country Postal Code

**Enter the student’s name**

Student Number: enter the Student’s ID

Street Address

City, Province, Country Postal Code

(the “**Student**” and if more than one individual, each individual, the “**Student**” and collectively the “**Group”**)

AND

**British Columbia Institute of Technology**, having an office at

3700 Willingdon Avenue

Burnaby, British Columbia, Canada V5G 3H2

(“**BCIT**”)

BCIT, the Student, and the Company are each referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**:

A. BCIT is a public post-secondary institution continued under the College and Institute Act (BC);

B. the Student is currently a student at BCIT and enrolled in the Course, as this term is defined in the Agreement;

C. the Course has a required practicum component that is intended to be a supervised practical application of the Course’s theory taught in the classroom; and

D. the Student and the Company mutually desire for the Student to conduct the Student’s Course practicum with the Company on the terms and conditions set out in this Agreement (the “**Practicum**”).

**IN CONSIDERATION** of the mutual covenants in this Agreement and subject to the terms and conditions specified in this Agreement, the Parties agree as follows:

* + 1. Definitions
       1. Definitions: In this Agreement, the following capitalized words and expressions will have the following meanings unless the context otherwise requires:
          1. “**Company Project Material**” is the material to be provided by the Company to the Student as detailed in Schedule A;
          2. “**Course**” is the BCIT course identified in Schedule A that the Student is enrolled in and which the Practicum is a required component of;
          3. “**Deliverable**” means the Project deliverable to be provided by the Student to the Company as described in Schedule A hereto;
          4. “**Intellectual Property**” means any know-how, intellectual property of any kind, software rights, information, results, data, inventions, developments, discoveries, improvements and material or other intellectual property, whether or not complete and whether or not patentable; and
          5. “**Project**” is the project being undertaken by the Student in the Practicum as described in Schedule A.
    2. Schedules
       1. The following schedules are attached to and form part of this Agreement:
          1. Schedule A: Practicum Details.
    3. Term and Termination
       1. The term of this Agreement (the “**Term**”) will commence on the Effective Date and will end on the completion date set out in Schedule A (the “**Completion Date**”).
       2. Any Party may terminate this Agreement for any reason upon at least 30 days prior written notice to the other Parties. Notwithstanding the foregoing, a Student in a Group may not unilaterally terminate the Agreement pursuant to this Section 3.2 without the consent of all of the other Students in the Group.
       3. The Company acknowledges that the Student is undertaking and performing the Practicum in order to fulfill the Student’s Course requirements. In the event that the Company terminates this Agreement for any reason other than the Student’s breach of its obligations under Section 4 (confidentiality) or Section 5 (intellectual property) during the Term, then the Company will cooperate and provide commercially reasonable assistance to the Student to enable the Student to complete the Practicum by the Completion Date including, providing continued access and use by the Student and BCIT to the Deliverable and Company’s Project Material contemplated in Section 6.3 at least until the Completion Date.
    4. Confidentiality
       1. In this Agreement “**Confidential Information**” means any information in any form or medium relating to one Party’s (the “**Discloser**”) business, strategies, pricing, personnel, customers, suppliers, products or services, including all information belonging to third parties in respect of which the Discloser owes any confidentiality obligation, that is directly or indirectly disclosed to or accessed by the other Party (the “**Recipient**”), whether or not any of the information is identified as being confidential, but excludes information that the Recipient proves: (i) was lawfully in its possession before receiving it from the Discloser; (ii) was provided in good faith to the Recipient by a third party that had no obligation to keep it confidential; (iii) is or becomes generally available to the public through no fault of the Recipient; or (iv) the Recipient developed independently without any reference to the Discloser’s Confidential Information.
       2. Except as authorized by this Agreement or otherwise by the Discloser in writing, the Recipient will not: (a) use, exploit or take any benefit from any of the Discloser’s Confidential Information for any purpose other than the Practicum or to fulfill its obligations in this Agreement; or (b) disclose any of the Discloser’s Confidential Information to any third party.
       3. All Parties acknowledge and agree that, notwithstanding any wording in this Agreement or any Confidentiality Agreement, BCIT is a public body subject to the British Columbia *Freedom* *of Information and Protection of Privacy Act.*
    5. Administrative Fee and Company’s Responsibilities
       1. The Company acknowledges and agrees that it will:
          1. pay BCIT a non-refundable administrative fee for the Practicum (the “**Administrative Fee**”) in accordance with the timeline and other terms and conditions set out in an invoice from BCIT;
          2. in a timely manner, provide the Student with the Company Project Material set out in Schedule A to enable the Student to perform and complete the Project and Practicum by the Completion Date;
          3. provide the Student with reasonable and timely access to the Company’s personnel identified in Schedule A to enable the Student to perform and complete the Project and Practicum by the Completion Date; and
          4. perform all other matters mutually agreed to in Schedule A in a timely manner to enable the Student to perform and complete the Project and Practicum by the Completion Date.
       2. The Student acknowledges and agrees that:
          1. the Practicum is a required component of the Course and is intended to be a supervised practical application of the Course’s theory taught in the classroom; and
          2. that the Student will not receive any financial remuneration from either the Company or BCIT for performing the Practicum, the Project or creating or delivering the Deliverables.
       3. In the event that a Student in a Group withdraws from the Course prior to the Completion Date (the “**Withdrawing Student**”), then:
          1. the Company, BCIT and the remaining Students in the Group will meet as soon as reasonably possible to discuss the Project. The Company will provide the remaining Students in the Group with the option of continuing to perform the Project or modifying the Project to reasonably accommodate for the Withdrawing Student; and
          2. upon the Withdrawing Student withdrawing from the Course:

the Company will relieve the Withdrawing Student from delivering any undelivered Deliverables and performing any unperformed work relating to the Project; and

the Withdrawing Student will transfer all Project materials to the remaining Students in the Group.

* + 1. Intellectual Property
       1. BCIT and the Student each acknowledge and agree that the Company owns all right, title and interest to:
          1. the Intellectual Property which are proprietary to the Company or licensed thereto prior to the Effective Date, or owned, acquired or independently created by the Company outside the scope of this Agreement (“**Company Background IP**”); and
          2. the Deliverable created by the Student

(collectively the “**Company IP**”).

* + - 1. The Company acknowledges and agrees that all right, title and interest to Intellectual Property which is not Company IP (the “**BCIT/Student IP**”) is owned by BCIT or the Student in accordance with BCIT Intellectual Property policies, and without limiting the generality of the foregoing, includes the following Intellectual Property:
         1. that which, prior to the Effective Date, are proprietary to either BCIT or the Student, or licensed thereto;
         2. that which is owned, acquired or created by either BCIT or the Student outside of scope of the Project;
         3. that which is used to perform the Practicum or to create the Deliverable, and improvements thereto, such as source code, processes, know-how, methodology, ideas, and equipment; and
         4. the portions of the Practicum Presentation Material, as this term is defined in Section 6.3, which are not Company Background IP or a Deliverable.

The Company further acknowledges and agrees that no rights to the BCIT/Student IP are granted to the Company, and the Company shall not modify, revise, improve or otherwise amend the BCIT/Student IP except with the prior written consent of BCIT or the Student, as the case may be, which modification shall vest exclusively in BCIT or the Student in accordance with BCIT Intellectual Property policies.

* + - 1. The Company acknowledges and agrees that BCIT and the Student may use the Company Project Material and the Deliverable without charge in any manner at all in:
         1. relation to performing the Project and Practicum and creating the Deliverable;
         2. a presentation and/or a paper in relation to the Practicum to be submitted or presented to BCIT as required by the Course, and the evaluation of such presentation and paper (collectively, the “**Practicum Presentation Material**”); and
         3. any additional purpose as set out in Schedule A.
      2. The Company represents and warrants that the Company owns or has all of the rights to the Company Project Material and that there are no claims, demands, or actions whatsoever to the Company Project Material that would either preclude or delay BCIT and the Student from using the Company Project Material and the Deliverable in the Practicum, particularly as contemplated in Section 6.3, or the Student from successfully completing the Practicum by the Completion Date.
    1. Representatives
       1. Each Party shall appoint a representative (each a “**Representative**”) who shall be the first line of contact for all matters arising under this Agreement, as follows:
          1. for the Company: Enter the other party’s representative  
             Telephone: Enter the telephone number  
             Fax: Enter the fax number  
             Email: Enter the email address
          2. for the Student: Enter the student’s name  
             Telephone: Enter the telephone number  
             Fax: Enter the fax number  
             Email: Enter the email address
          3. for BCIT: Donna Turner  
             Telephone: 604-456-8092  
             Fax: Enter the fax number  
             Email: dturner80@bcit.ca
       2. Each Representative shall be responsible for administering this Agreement on behalf of the Party appointing him or her. Each Party may change its Representative upon written notice to the other Party. None of the Representatives shall have the authority to execute amendments or additions to this Agreement on behalf of his or her appointing Party without further written consent from such appointing Party.
    2. Publicity
       1. Each Party acknowledges and agrees that it shall not use the name, logo, trade-mark, or any other identifying mark, or the names of any staff member of any other Party in any advertising or publicity material, or make any form of public representation, statement or communication in relation to this Agreement that would constitute an express or implied endorsement by such Party of any product or service without obtaining the prior written approval of such Party.
       2. Notwithstanding section 8.1, the Parties agree that it is an integral part of BCIT’s function to disseminate information and to transfer technology to industry. The Parties acknowledge and agree that BCIT shall be entitled to include a description of the Project in any list of projects or services that it produces from time to time, including but not limited to lists of current projects and services produced for reports to government funding sources. Such lists of current projects or services may include the title of the Project or a short description of the Project agreed to by the Company, the Company name and the dollar value of the Agreement.
       3. Should BCIT wish to disclose information relating to this Agreement other than for the purposes set out above in section 8.2, BCIT shall give the Company written notice of such proposed disclosure 30 days in advance of presentation or publication. Such written notice shall set out a draft of the proposed disclosure, and if the Company does not object in writing to such disclosure within 15 days of receiving the written notice, it shall be deemed to have consented to such disclosure and BCIT shall be permitted to proceed with such disclosure. In the event that the Company objects in writing to the proposed disclosure, the Parties shall negotiate an acceptable version of the proposed disclosure, including the release date within 30 days of delivery of the written notice to the Company.
    3. Disclaimer
       1. The Company acknowledges and agrees that the Student is performing the Practicum, Project and providing the Deliverables “as is” and without any representations or warranties (express, implied or statutory) of any kind from either BCIT or the Student, that BCIT and the Student expressly disclaim all representations and warranties (express, implied or statutory), including those regarding operation, functionality, durability, merchantability, fitness for a particular purpose and non-infringement, that the Practicum or Project will be completed or Deliverables delivered in a timely manner or at all, or that the Project or any Deliverables will meet the Company’s needs, and that BCIT and the Student do not promise success in achieving any desired result. Neither BCIT nor the Student will be liable for any loss or damage, whether direct, indirect, consequential, incidental, special, punitive or otherwise, arising from an incomplete Practicum or Project, the non-delivery of Deliverables, any defect, error or failure to perform under, or arising from or relating to this Agreement, or any Deliverable, whether in negligence or otherwise, even if BCIT or the Student has been advised of the possibility of such damages.
       2. The Company acknowledges and agrees that: (a) BCIT and the Student have advised the Company to undertake, and the Company is solely responsible for undertaking, its own due diligence and quality assurance with respect to all matters arising from or related to this Agreement and the Deliverables; and (b) that the Company uses, markets, promotes, sells and distributes the Deliverables or any product, service or technology based on, incorporating or derived from the Deliverables or any matter relating this Agreement solely at its own risk.
       3. Nothing in this Agreement constitutes an express or implied representation or warranty by BCIT or the Student that the Company has or will have the freedom to operate or practice, or the freedom to make, have made, use, sell or otherwise dispose of or exploit, any Deliverable or any matter relating to this Agreement.
    4. Limitation Of Liability
       1. If, despite the disclaimers of liability contained in this Agreement, either BCIT or the Student is held liable to the Company or any third party for any reason in respect of the Practicum or the Deliverables or otherwise under or relating to this Agreement, BCIT’s and the Student’s combined maximum liability will be the Administrative Fee.
    5. Insurance
       1. During the term of this Agreement, the Company will maintain, with reputable insurers authorized to do business in British Columbia, general business insurance with policy coverage of at least $2,000,000 on a per occurrence or per incident basis, and will ensure that the insurance covers all liability the Company may have under this Agreement. The Company will add BCIT as an additional insured on those policies, and will ensure that the policies require BCIT to receive notice at least 30 days prior to cancellation of any policy. The Company will provide BCIT with evidence of such coverage promptly on request.
       2. In addition to the foregoing, the Company will obtain and maintain, at its cost, appropriate insurance coverage in respect of any of its employees, representatives, or other authorized third parties who will attend at the BCIT facilities in connection with the Practicum including Workers Compensation insurance to the extent its employees are engaged with the Practicum, and providing to BCIT upon execution hereof certificates of insurance evidencing such coverage.
       3. BCIT will maintain commercial general liability coverage of at least $2,000,000 on a per occurrence basis through the University, Colleges & Institute Protection Program (UCIPP) throughout the Term of the Agreement.
    6. Dispute Resolution
       1. If any dispute arises out of or relating to this Agreement at any time before or after this Agreement terminates, the Parties will attempt to resolve the dispute amicably through confidential good-faith discussions.
       2. If the Parties cannot resolve the dispute within 10 Business Days, or such longer period as the Parties may agree in writing, then the Parties will submit the dispute to be settled confidentially by a single neutral arbitrator under the *Commercial Arbitration Act* (British Columbia) and the rules of the British Columbia International Commercial Arbitration Centre. If the Parties cannot agree on an arbitrator within 10 Business Days after the dispute is referred to arbitration then the British Columbia International Commercial Arbitration Centre will appoint the single arbitrator. The arbitrator will apply the federal laws of Canada and the provincial laws of British Columbia. The arbitrator’s decision will be binding upon the Parties, and judgment on the decision may be entered in any court of competent jurisdiction. The arbitration hearing will be held in Burnaby, British Columbia and will be conducted in English. The Parties will share equally in the arbitrator’s fees and expenses and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs in connection with the arbitration.
       3. Notwithstanding the previous paragraph, each Party may seek immediate injunctive relief if, in its reasonable opinion, such relief is necessary to protect its intellectual property or confidential information before initiating or completing the dispute resolution process described above.
    7. Company’s Indemnity and Release
       1. The Company will indemnify, hold harmless and defend, and hereby forever releases and discharges, the Student, BCIT, and BCIT’s Board of Governors, directors, officers, employees, faculty, students, representatives and agents from and against any claims, suits, losses, damages, actions, causes of action, costs, fees and expenses (including actual legal fees and expenses) and liability of any kind and every nature that can or may arise, directly or indirectly, either before or after this Agreement ends, and whether asserted by third parties or otherwise, relating to or arising from the Practicum, the Project, the Deliverables or this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of BCIT, its other contractors, assigns and authorized representatives, the Student or any other person.
    8. Notice
       1. Any notice, direction request or other communication required or contemplated by any provision of this Agreement will be given in writing and will be given by delivering or faxing or emailing the same to the Parties as follows:
          1. If to the Company:  
             **Enter the other party’s name**  
             Street Address  
             City, Province, Country Postal Code  
               
             Fax: Enter the fax number  
             Attention: Enter the other party’s representative  
             Email: Enter the email address
          2. If to BCIT:  
             **British Columbia Institute of Technology**3700 Willingdon Avenue  
             Burnaby, BC V5G 3H2  
               
             Fax: Enter the fax number  
             Attention: Donna Turner  
             Email: dturner80@bcit.ca
          3. If to the Student:  
             **\_\_\_\_\_\_\_\_\_**

Fax:

Email:

* + - 1. Any such notice, direction request or other communication will be deemed to have been given or made on the date on which it was delivered, or in the case of fax or email, on the next business day after receipt of transmission. Any Party may change its fax number, email or address from time to time by written notice in accordance with Section 14.1.
    1. General
       1. **Precedence of Documents.** If there is any conflict or inconsistency between this Agreement’s main body and any Schedule to this Agreement, the main body of this Agreement will take precedence unless the Schedule expressly states otherwise, including by identifying the specific provision over which the Schedule takes precedence.
       2. **Relationship between the Parties.** The Parties are independent contractors and nothing in this Agreement shall be construed as establishing an agency, partnership, or employment relationship between the Parties. No Party shall have the authority to act on behalf of any other Party or to commit any other Party in any manner or cause whatsoever, or to use any other Party’s name in any way not specifically authorized in this Agreement.
       3. **Persons Bound.** This Agreement enures to the benefit of and is binding on the Parties and their respective successors and permitted assigns.
       4. **Further Assurances.** Each Party will promptly sign and deliver all documents and take all action as may be necessary or desirable to effectively carry out the intent and purposes of this Agreement, to protect the Parties’ interests and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under this Agreement.
       5. **Waiver.** A waiver of any term of this Agreement or of any breach of this Agreement is effective only if it is in writing and signed by the Parties and is not a waiver of any other term or any other breach.
       6. **Amendment.** No modification of this Agreement is effective unless it is in writing and signed by the Parties.
       7. **Entire Agreement.** This Agreement, together with any Confidentiality Agreement and/or License Agreement, constitutes the entire Agreement between the Parties regarding its subject-matter and supersedes all prior Agreements, understandings, negotiations and discussions between the Parties.
       8. **No Assignment.** No Party will assign any part of this Agreement or any of its rights under this Agreement without all other Party’s prior written consent, and any purported assignment without such prior consent will be void.
       9. **Change in Control.** A transfer of a material block or controlling interest in the shares of the Company shall be deemed to be an assignment under Section 15.8 requiring the prior written consent of BCIT.
       10. **Force Majeure.** No Party will be held responsible for damages caused by delay or failure to perform its obligations under this Agreement (other than its payment obligations) to the extent caused by events or circumstances beyond the non-performing Party’s reasonable control, including acts of God, war, riot, embargoes, acts of government including civil or military authorities, export controls, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labour or material, or acts of public enemies, but not including the non-performing Party’s financial status.
       11. **Law and Jurisdiction.** The laws of British Columbia, without giving effect to its conflict of law principles, govern this Agreement and all proceedings arising out of it, and the Parties attorn to the exclusive jurisdiction of the British Columbia courts.
       12. **Severability.** Any provision of this Agreement that is held to be invalid, illegal or unenforceable will be deleted from this Agreement and the remaining provisions will continue in full force and effect.
       13. **Time.** Time is of the essence in this Agreement.
       14. **Survival.** Section 3.3, Article 4 (confidentiality), Article 5 (administrative fee and Company’s responsibilities),  Article 6 (intellectual property), Article 8 (publicity), Article  9 (disclaimer), Article 10 (limitation of liability), Article  11 (insurance), Article  12 (dispute resolution), Article  13 (Company’s indemnity and release), Article  14 (notice), and Article  15 (general), and all other provisions of this Agreement that are reasonably necessary for the interpretation of this Agreement or to give effect to this Agreement continue in force indefinitely, even after this Agreement ends.
       15. **Authority.** Each Party confirms that it has read and understands this Agreement and that the person(s) executing this Agreement on its behalf is (are) authorized to bind that Party. Each Party further confirms that it has sought independent legal advice or freely waived its right to seek such legal advice in relation to this Agreement prior to executing this Agreement.
       16. **Counterparts.** This Agreement may be executed in counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute this Agreement. Any Party may deliver a counterpart signature page by digital or electronic transmission.

The Parties are signing this agreement as of the Effective Date:

INSTRUCTIONS:

All contracts must be reviewed by Risk Management, Corporate Services prior to signing.

Contracts over $50,000 required two signatures; reference BCIT Policy 2501 for signature matrix. Submit signed contract with the Contract Approval Form (CAF) to Corporate Service in NE09-120.

Direct questions to the Risk Management Coordinator (604-432-8359).

REMOVE THIS INSTRUCTIONAL CONTENT FROM FINAL DRAFT

* 1. Enter the other party’s name

By:

Name: Enter the name of person signing

Title: Enter the title of the person signing.

By:

Name: Enter the name of person signing

Title: Enter the title of the person signing.

* 1. Student

By:

Name: Enter the name of person signing

Title: Student

By:

Name: Enter the name of person signing

Title: Student

By:

Name: Enter the name of person signing

Title: Student

By:

Name: Enter the name of person signing

Title: Student

* 1. British Columbia Institute of Technology

By:

Name: Enter the name of the person signing

Title: Associate Dean, Computing

1. SCHEDULE A – Practicum Details
   * 1. Course
        1. The Course for which the Student is performing this Practicum is \_COMP3900\_\_\_\_\_.
     2. Description of the Project
        1. The Project is as follows:
           1. Describe the project that the student is expected to provide in as much detail as possible.
        2. The Deliverable is \_\_\_\_\_ and the anticipated delivery date of the Deliverable is on or before \_December 6 2019\_\_\_.
     3. Completion Date:
        1. The Completion Date of the Practicum is \_December 6 2019\_\_\_\_\_\_\_\_\_\_.
           1. Describe any renewal term or ability of the parties to renew if applicable.
     4. Company Project Material
        1. The Company Project Material is composed of:
           1. Company material that is not Company’s Confidential Information and Background Company IP reasonably requested by the Student for the Practicum; and
           2. the Company’s Confidential Information and Background Company IP as follows:

* + 1. Company Responsibilities:
       1. The Company acknowledges and agrees that:
          1. the Company will make the following Company personnel available to the Student \_\_\_ times during the Term;
          2. the Company will provide the Student with \_\_\_;
          3. the Student will have sole discretion in relation to the execution of the Project including the methods, location and timing of the performance of the Project,
    2. Practicum Presentation Material
       1. The Company acknowledges and agrees that the Student may use the Practicum Presentation Material for the following additional uses:
    3. Additional Terms and Conditions:
       1. D Describe any additional terms and conditions not set out in the main body of the Agreement or which might modify or supplement the terms and conditions of the main body of the Agreement (try to be as explicit as possible in this respect).