

## OBSERVATION EXPERIENCE AGREEMENT

Prior to starting your experience ("Experience") at The Hospital for Sick Children ("SickKids") you are required to sign this Experience Agreement ("Agreement"). This document describes your responsibilities during your Experience and other important information you should know. By signing, you agree to the following:

1. Your Experience cannot compromise the patient care and service objectives of SickKids. SickKids staff is the final authority for the integration of your Experience into SickKids. Each patient has the right to refuse to be a participant in your Experience.
2. You must comply with all rules, regulations, guidelines, policies and procedures of SickKids ("SickKids Policies") and maintain appropriate behaviour while at SickKids. SickKids has the right at any time in its sole discretion to terminate your Experience, require you to leave or refuse your admission to its premises because of your conduct.
3. You must respect the private and confidential nature of all hospital information, including without limitation patient records, and must maintain the confidentiality of all records which you will encounter in the course of your Experience. If confidentiality is breached, in addition to any rights and legal remedies of SickKids, your Experience may be terminated immediately. The obligation of confidentiality created under this section shall survive termination or expiration of this Agreement.
4. Unless otherwise instructed by your SickKids program educator, it is a condition of your Experience that you provide Occupational Health and Safety Services with satisfactory documentation of confirming the following: Tuberculosis (TB) 2-step Skin Test and immunity to rubella, measles, mumps and chickenpox as well as your Hepatitis B immune status. This information must be completed prior to beginning your Experience. Failure to provide such documentation will delay your start date or terminate your Experience. You acknowledge and agree that SickKids may conduct a criminal check prior to the start of your Experience at SickKids, and you shall agree to provide all forms necessary for such criminal checks. The refusal to submit to a criminal check may delay your start date or terminate your Experience.
5. You are responsible for the following:
  - a. all financial cost you incur arising from your Experience including, but not limited to, the cost of meals, uniforms, uniform laundering, accommodations, parking, transportation and emergency medical care;
  - b. attending the SickKids orientation session and orienting yourself to SickKids, your assigned Experience area and the SickKids Policies; and
  - c. meeting the required standards and obtaining the necessary certifications, registrations and licenses applicable to your Experience.
  - d. If applicable, obtaining all authorizations required to participate in the experience in Canada in accordance with Canada's Immigration and Refugee Protection Act and its related regulations, or any other statute subsequently passed to take the place of the said act or to amend the same, and all costs associated therewith.
  - e. Obtaining medical and/or health insurance as applicable
6. In the event there is an accidental injury or illness during your Experience, you are responsible for following all applicable Occupational Health and Safety Services policies.
7. You agree that, with the exception of scholarly works, all intellectual property you create while at SickKids, either on your own or with others, through work, study or research and development activities, will be the property of SickKids. You agree to irrevocably transfer all of your rights, title and interest in and to the intellectual property to SickKids. You will waive any moral rights in favour of SickKids, or persons acting under or with the authority or permission of SickKids. You agree to sign and give SickKids any agreements, assurances, undertakings, acknowledgements or other documents we may reasonably require relating to the intellectual property during your Experience or afterwards.
8. You may not participate in patient care.
9. You agree that this Agreement shall be construed, interpreted and enforced in accordance with, and respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

I have read and understood the above this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Agency / Hospital / Institution Name: \_\_\_\_\_ Country: \_\_\_\_\_

Duration of Experience (dd/mm/yy) from: \_\_\_\_\_ to: \_\_\_\_\_